

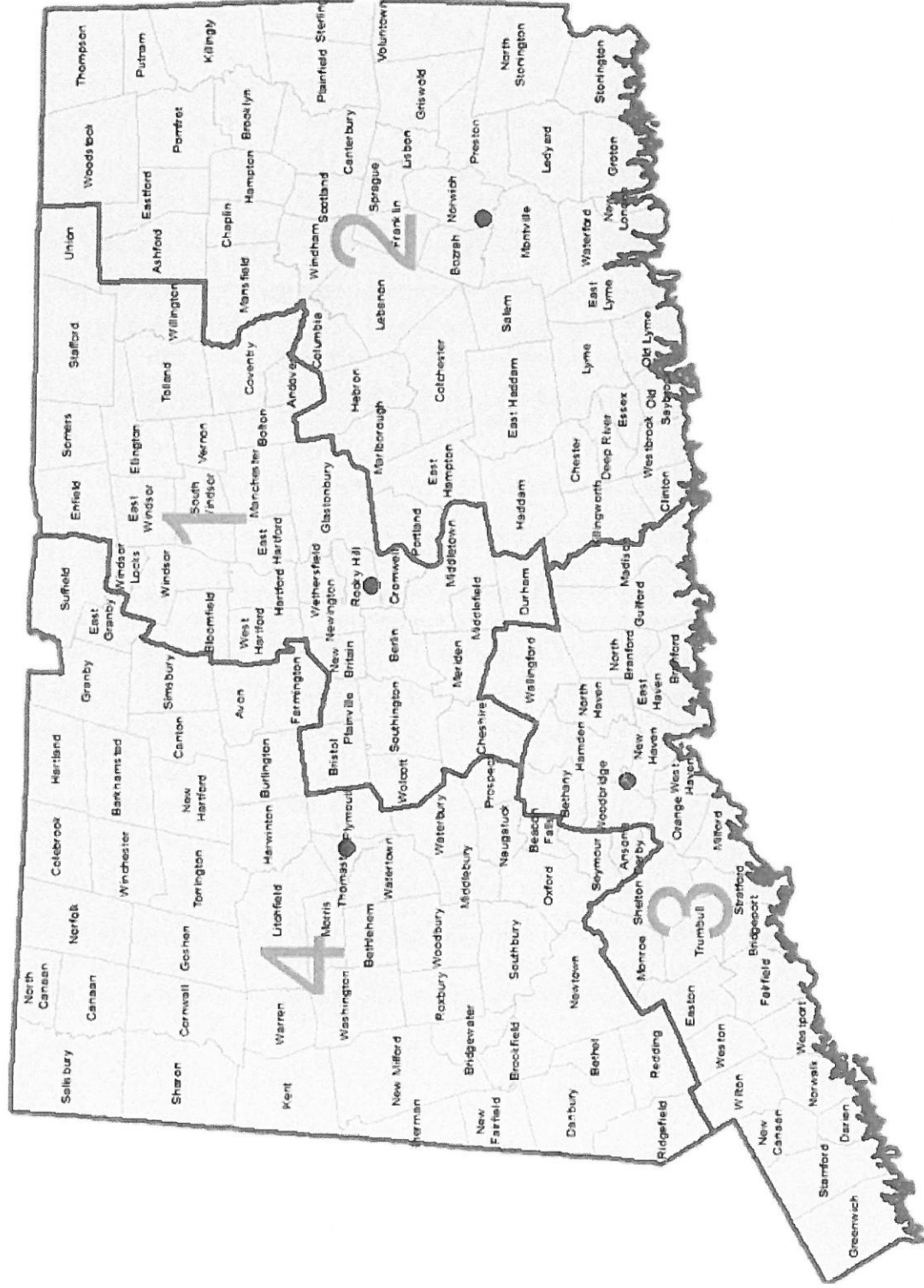


**INVITATION TO BID FOR  
INDEFINITE QUANTITY ROAD AND BRIDGE REPAIR  
AND MAINTENANCE  
ISSUED: OCTOBER 1, 2016**





Attachment A: MAP OF REGIONS  
**FOR eziQC CONTRACT**  
**ROAD AND BRIDGE MAINTENANCE AND REPAIR**  
**Fall 2016**



Map of Regions



**SECTION 1: INFORMATION FOR BIDDERS**  
**FOR ezIQC CONTRACT**  
**ROAD AND BRIDGE REPAIR AND MAINTENANCE**  
**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 road and bridge repair and maintenance 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.

The current solicitation is for four regional contracts. Each region is comprised on one Connecticut Department of Transportation District. 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 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
  - b. Attachment B: Town of West Hartford Insurance Requirements
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®
6. CD containing Wage Rate Schedule and Requirements
7. Connecticut Department of Transportation, Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, English, as amended. These specifications must be obtained from Connecticut Department of Transportation, and will not be available from CRCOG.

Bid documents will not be mailed to Bidders prior to the pre-bid conference. The bid documents, except for the Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, English, as amended, 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, except for the Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, English, as amended, at the following address Monday – Friday, 9:00am – 4:00pm:

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

Bidding documents, except for the Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, English, as amended, 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 \$50.00 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, 4<sup>th</sup> 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, 4<sup>th</sup> 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. To be eligible for an award, the Bidder must be prequalified by the Connecticut Department of Transportation. 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 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 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 **6.50% 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](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, Purchasing Program Manager, at:

E-mail: [mgoulet@crcog.org](mailto:mgoulet@crcog.org)

or

CRCOG/Capitol Region Purchasing Council

241 Main Street, 4<sup>th</sup> 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](http://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  
ROAD AND BRIDGE REPAIR AND MAINTENANCE**

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

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



**SECTION 2B: BID FORM  
FOR ezIQc CONTRACT  
ROAD AND BRIDGE MAINTENANCE AND REPAIR  
Fall 2016**

**A. Bidder Information**

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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:

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

(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, or when the Contractor is provided access to the site for a work day of less than 7 hours. 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, or when the Contractor is provided access to the site for a work day of less than 7 hours. 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.

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Bid</b>	<b>X Multiplier</b>	<b>= Total</b>
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	=
	<b>Add all the Total amounts in the right column.</b>  <b>The Sum of these Total amounts is the Award Criteria Figure.</b>			=

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. Signatures**

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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  
ROAD AND BRIDGE MAINTENANCE AND REPAIR  
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. Is Bidder prequalified with the State of Connecticut, Department of Transportation?**

Yes ☐ No ☐

**6. 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 \_\_\_\_\_

7. 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.

**8. 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)

**9. 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 \_\_\_\_\_

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

2015 \$ \_\_\_\_\_

2014 \$ \_\_\_\_\_

2013 \$ \_\_\_\_\_

**11. 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

---



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

**Project # \_\_\_\_\_.**

Name of Owner:

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Owner Contact Name, Address and Phone Number:

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Contract Number: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Date Awarded: \_\_\_\_\_ Scheduled Completion Date: \_\_\_\_\_

Description of Work Bidder Performed:

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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

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**Project # \_\_\_\_\_.**

Name of Owner:

---

Owner Contact Name, Address and Phone Number:

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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

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

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**14. 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:**

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**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  
ROAD AND BRIDGE MAINTENANCE AND REPAIR  
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.

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.

\_\_\_\_\_  
Individual Principal (Seal)

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

### **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;

- 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. For all reimbursable costs, the Contractor shall first divide the reimbursable cost by 0.935 and then include the result in the Price Proposal multiplied by and Adjustment Factor of 1.000. 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 = Allowable Overhead and Profit =  $(A + B + C) \times 15\%$
- F = Subcontractor Allowance =  $D \times 10\%$

$$\text{Total Cost of Non Pre-Priced Task} = A + B + C + D + E + F/0.935$$

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 divided by 0.935 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, divided by 0.935. 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. Job Order Contracting Software**

- A. CRCOG selected The Gordian Group's (Consultant) Job Order Contracting ("JOC") Solution (Gordian JOC Solution®) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the CRCOG is strictly prohibited unless otherwise approved in writing by Consultant. The Contractor hereby agrees to abide by the terms of the following JOC System License.

### **5. JOC System License**

- A. Consultant hereby grants to the Contractor, and the Contractor hereby accepts from Consultant for the term of this Contract or Consultant's Contract with the CRCOG, whichever is shorter, a non-exclusive right, privilege, and license to Consultant's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the CRCOG under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Consultant's JOC Applications and support documentation, Construction Task Catalog, training materials and other Consultant provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Consultant's Contract with the CRCOG expires or terminates, this JOC System License shall



terminate and the Contractor shall return all Proprietary Information in its possession to Consultant.

- B. Consultant may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
- C. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Consultant 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 Consultant. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Consultant in the Proprietary Information 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.
- D. In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the CRCOG, this JOC System License shall take precedence.

## **6. Cooperative Purchasing**

- A. Other agencies or members of cooperative purchasing entities ("Members") may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Members, the Contractor agrees to pay Consultant a 6.5% license fee (License Fee) due and payable within five (5) days from the date the Contractor receives payment from a Member. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. Consultant and the Contractor shall mutually utilize ezIQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at the CRCOG's sole discretion, may be deemed grounds for termination of this Contract.
- B. The Contractor acknowledges that Consultant will administer cooperative purchases through this Contract and that the CRCOG has no obligation to administer purchases by Members.
- C. The CRCOG and Consultant authorize the Contractor the use of the CRCOG's and Consultant's names, logos, trademarks, and the CRCOG's and Consultant provided materials solely for the presentation and promotion of the availability and use of this Contract by Members and potential Members. The Contractor authorizes the CRCOG and Consultant the use of the Contractor's name, logos, trademarks, and Contractor provided materials

in the presentation and promotion of the availability and use of this Contract by Members and potential Members.

- D. The CRCOG and Consultant shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Purchase Order or similar purchasing document issued to the Contractor by the Member.
- E. Remittance of License Fees: The Contractor shall remit License Fees as follows:

Payments Made Payable to: ezIQC, LLC

Mail Checks to: Attention: A/R Department  
30 Patewood Drive, Suite 350  
Greenville, SC 29615

- F. The Contractor shall, within two (2) business days of receipt of a Purchase Order from a Member, provide notification to the CRCOG and Consultant of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.
- G. The Contractor shall, within two (2) business days of sending an invoice to a Member, provide notification to the CRCOG and Consultant of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.
- H. The CRCOG and Consultant may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes CRCOG and/or Member to provide a copy of each Purchase Order issued to Consultant. If discrepancies exist between cooperative purchasing activity and License Fees paid, the CRCOG or Consultant will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the CRCOG and/or Consultant, the CRCOG and/or Consultant reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.



**SECTION 3: STANDARD FORM OF CONTRACT FOR  
ezIQC CONTRACT  
ROAD AND BRIDGE MAINTENANCE AND REPAIR  
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, CTDOT Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, English, as amended, 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, 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, or when the Contractor is provided access to the site for a work day of less than 7 hours..

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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, or when the Contractor is provided access to the site for a work day of less than 7 hours.

	.				
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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.

The Adjustment Factors shall be adjusted on each anniversary of the award date of the Contract to account for construction cost escalation or de-escalation 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 award date of the contract.

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 immediately prior to the month of the contract anniversary.

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

The 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.

## **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, divided by 0.935. 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 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.



## **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:

\_\_\_\_\_

By:

\_\_\_\_\_  
Executive Director

**CONTRACTOR**

Witness:

\_\_\_\_\_

By:

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

**SECTION 4: GENERAL CONDITIONS  
FOR ezIQc CONTRACT  
ROAD AND BRIDGE MAINTENANCE AND REPAIR  
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, CTDOT Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, English, as amended (referred to herein as the "Technical Specifications"), 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 a 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 referred to in the Technical Provision. Where such a reference is made, the applicable standard is hereby made a part of the Technical Specifications which refers to it to the same extent as if written out in the Technical Specifications in full.

## **ARTICLE 2 - DESIGN PROFESSIONAL**

- 2.1 The Design Professional, as that term is used in these General Conditions, is the Architect, Engineer, or other lawfully licensed design professional engaged by the Member to prepare the Detailed Scope of Work, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. If no such Design Professional is designated for a particular Purchase Order, then the Member shall be deemed to be the Design Professional for purposes of that Purchase Order.
- 2.2 The Design Professional and its mailing address shall be as indicated in the Detailed Scope of Work.
- 2.3 The Design Professional and the Member will provide general administration of the construction required by a Purchase Order with the Design Professional providing the administration of the Purchase Order as related to the actual construction process and technical questions arising out of said construction. The undertaking of periodic visits and observations by the Design Professional or its associates shall not be construed as supervision of actual construction.
- 2.4 The Design Professional will visit the site periodically to familiarize himself with the progress and quality of the work. On the basis of its observations it will keep the Member informed of the progress of the work, and it will endeavor to protect the Member against defects in the work.
- 2.5 The Design Professional will not be responsible for nor control the construction means, methods, safety precautions and programs. The Design Professional will not be responsible for the Contractor to carry out the work in accordance with the Detailed Scope of Work, or the Contractor's acts or omissions or the acts or omissions of its Subcontractors or employees.
- 2.6 The Design Professional shall have access to the site at all times and shall have the authority to reject work not in conformance with the Detailed Scope of Work.
- 2.7 Based on its observations of the work, the Design Professional shall evaluate the Contractor's Application for Payment and shall certify those amounts requested by the Contractor for which it is in agreement.
- 2.8 The Design Professional will render interpretations necessary for the proper execution of



the work.

- 2.9 Disputes between the Contractor and the Member relating to the execution of the work 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 the Member and may be engaged directly by the Member or engaged through the Design Professional's office. While the Clerk-of-the-Works will act as a liaison, it will not be empowered to render interpretations or binding decisions for either the Member or the Design Professional. The Clerk-of-the-Works shall have access to the site at all times.
- 3.7 If the Contractor fails to correct defective work or continually fails to carry out the work in accordance with the Contract Documents, the Member, by written order, may order the Contractor to stop the work, or any portion thereof.
- 3.8 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Member to commence corrective actions, the Member may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy it may have, make good such deficiencies. The cost of corrections, including compensation to the Design Professional for any additional service, shall be handled as a deductive Supplemental Purchase Order. If funds are not available, the Contractor shall pay the difference to the Member.

#### **ARTICLE 4 - CONTRACTOR**

- 4.1 The Contractor is the person or body identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender.
- 4.2 The Contractor shall study the Detailed Scope of Work and shall report to the Design Professional any inconsistencies or omissions it may discover. The Contractor shall not be liable to the Member or the Design Professional for any damage resulting from such omissions in the Detailed Scope of Work.
- 4.3 The Contractor shall use only Shop Drawings and Product Data that have been reviewed by the Design Professional.
- 4.4 The Contractor shall verify at the building and site all measurements relating to its work. If any discrepancy is found to exist between measurements given in the Detailed Scope of Work and actual job or field dimensions, the Contractor shall notify the Design Professional prior to proceeding with any part of the work affected by such discrepancy. When drawings are referenced in the Detailed Scope of Work, the Contractor will be fully responsible for using only drawings of the very latest dated revised sheets of record.
- 4.5 After reporting to the Design Professional any error, inconsistency or omission it may discover in the Detailed Scope of Work, the Contractor shall not proceed with any work so affected without the Design Professional's written decision.
- 4.6 In case of inconsistencies in the Detailed Scope of Work, Technical Specifications, or any

Drawings, or between the Detailed Scope of Work, Technical Specifications and Drawings, the Design Professional will determine which requirement will be the most consistent with the design intent.

- 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 or superior in construction and efficiency to that named in the Detailed Scope of Work shall rest on the Contractor and unless the proof is satisfactory to the Design Professional, the substitution will not be approved.
- 4.16 The Contractor shall secure all written warranties, guarantees, and manuals required in the Detailed Scope of Work or Technical Specifications and shall deliver them to the Design Professional at the time of acceptance of Substantial Completion. Warranties on manufactured items shall be by the manufacturer to the Member. The Contractor shall secure and provide the Member with a Use and Occupancy Certificate prior to the final payment being released by the Member.
- 4.17 The Contractor shall guarantee, in writing all materials and workmanship for a period of one (1) year from the acceptance of that portion of the work, unless a longer period of time is indicated in the Detailed Scope of Work or Technical Specifications for a particular item or piece of equipment. Should a material supplier provide a warranty to the Contractor, which expires before the Contractor's warranty to the Member, it is the Contractor's responsibility to obtain separate or extended warranties as needed to meet the guarantee provisions of this article.
- 4.18 The Contractor shall include verification of a building permit to the Design Professional with the first partial payment request. Plumbing and electrical certificates must be secured when roughing-in is completed. Plumbing, electrical, mechanical, and other applicable inspection certificates must be presented to the Member prior to or at the time of review for Substantial Completion.
- 4.19 On award of the Purchase Order, unless otherwise specified, the Contractor shall take immediate steps to notify all Public Utilities and other interested parties of the requirements of the work, making necessary arrangements with these companies for the removal or rearrangement of any wires, poles, pipes, conduits, vaults, sewers, drains, catch basins, service lines, utilities and similar facilities, both overhead and underground, to accommodate in a proper manner the work which, to the fullest extent possible, the Design Professional has indicated in the Detailed Scope of Work.
- 4.20 The Contractor shall secure and pay for the plan review fee, the building permit and all other permits, licenses and inspections necessary for the proper execution and completion of the work. The direct cost of such fees or permits, paid to any public authority, shall be reimbursed to the Contractor without mark-up.
- 4.21 It is the Contractor's responsibility to give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
- 4.22 The Contractor shall enforce discipline and good order among its employees and shall not

employ on the work any unfit person or anyone not qualified in the task assigned to him.

- 4.23 The Contractor warrants to the Member and the Design Professional that all materials and 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 the work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
- 4.31 The Contractor shall revise as necessary and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Member or any separate contractor, all Shop Drawings, Product Data and Samples required by the Detailed Scope of Work or Technical Specifications. It shall be the Contractor's duty to have Subcontractors provide all necessary details in such numbers as indicated, for review by the Design Professional, and the Contractor shall make sure that the stamp of review is on details before these are used on the job. All work not in accordance with the approved shop drawings and/or samples shall be rejected and must be removed from the site without delay.
- 4.32 By reviewing and submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto or will do so, and that it has checked and coordinated the information contained with such submittals with the requirements of the work and of the Detailed Scope of Work and Technical Specifications.
- 4.33 Any and all Shop Drawings used for the fabrication and/or installation of any equipment or materials in connection with the project must bear the proper review stamps of both the Design Professional and the Contractor. Failure to meet this requirement will be grounds for rejection of the work involved.
- 4.34 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Detailed Scope of Work by the Design Professional's review of Shop Drawings, Product Data or Samples, unless the Contractor has specifically informed the Design Professional in writing of such deviation at the time of submission and the Design Professional has given written approval to the specific deviation.
- 4.35 No portion of the work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed and found acceptable by the Design Professional.
- 4.36 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 repair of damage or replacement of all or any portions of the work which are rendered unacceptable.

- 4.37 Upon completion of the work and at the time of Substantial Completion mylars, provided by the Design Professional, marked by the Contractor to record all changes made during construction, shall be delivered to the Design Professional for transmittal to the Member in the 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 concrete, tile, terrazzo, or stone floors; clean marble, and clean and wax all resilient floors. Plastic glazing shall be unscratched upon completion of cleaning.
- 4.45 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights, and shall save the Member harmless from loss on account thereof.
- 4.46 In addition to its obligation to provide insurance as specified herein, the Contractor, its subcontractors, agents and assigns shall defend, indemnify and hold harmless the Capitol Region Council of Governments, including but not limited to, its elected officials, and its officers, ("the CRCOG"), the Member and/or the Design Professional from any and all claims made against the CRCOG, the Member and/or the Design Professional, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the negligent acts, errors, or omissions in 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.
- 4.47 In any Claims against the Member or the Design Professional or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.48 The obligations of the Contractor shall not extend to the liability of the Design Professional, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or Technical Specifications, or (2) the giving of or the failure to give directions or instructions by the Design Professional, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 5 - SUBCONTRACTORS**

- 5.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or its authorized representative.



- 5.2 A Sub-Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the work. The term Sub-Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and 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.

- 6.3 If any part of the Contractor's work for proper execution or results depends upon the work of the Member or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Design Professional any apparent discrepancies or defects in such other work that render it unsuitable for proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Member's or separate contractors' work as fit and proper to receive its work, except as to defects which may subsequently become apparent in such work by others.
- 6.4 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.
- 6.5 Should the Contractor wrongfully cause damage to the work or property of the Member, or any other separate contractor, the Contractor shall promptly remedy such damage. If such separate contractor sues or initiates an arbitration proceeding against the Member on account of any damage alleged to have been caused by the Contractor, the Member shall notify the Contractor who shall defend such proceedings and if any judgment or award against the Member arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Member for any attorneys' fees and court or arbitration costs which the Member has incurred.
- 6.6 If a dispute arises between the Contractor and any separate contractors as to their responsibility for cleaning up, the Member may clean up and charge the cost to the Contractor responsible as determined to be just and fair by the Design Professional.

## **ARTICLE 7 - MISCELLANEOUS PROVISIONS**

- 7.1 The Contractor agrees to conform to all applicable laws and ordinances and statutes, as amended, of the Federal Government, State of Connecticut and Capitol Region Council of Governments, including but not limited to the following:
  - (a) Connecticut's Prevailing Wage Rate laws, General Statutes Chapter 557, Section 31-53 and 31-53a and all applicable provisions of the law.
  - (b) State of Connecticut Executive Order No. 3 (June 16, 1971) concerning labor, employment practices; Executive Order No. 16 (August 4, 1999) concerning violence in the workplace; and Executive Order No. 17 (February 15, 1973) concerning the listing of employment openings.
  - (c) Connecticut General Statutes Chapter 58, Sections 4a-60 and 4a-60a and all applicable provisions of the law.
  - (d) Connecticut General Statutes Chapter 446c, Sections 22a-194 to 22a-194g and all applicable provisions of the law.
  - (e) Connecticut General Statutes Chapter 14 Freedom of Information, Sections 1-205 and 1-206, 1-218 and all applicable provisions of the law.
  - (f) Connecticut General Statutes Sections 4-61dd(b)(1) and 4-61dd(3) and (f)

and all applicable provisions of the law.

- (g) Civil Rights Act of 1964, as amended
- (h) Civil Rights Act of 1991, as amended
- (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 to order such special inspection or testing. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Detailed Scope of Work or Technical Specifications, the Contractor shall bear all costs thereof, including compensation for the Design Professional's additional services made necessary by such failure; otherwise the Member shall bear such costs, and an appropriate Supplemental Purchase Order shall be issued.
- 7.9 Any controversy, dispute or claim arising out of or related to this Agreement or breach of this Agreement may be settled solely by confidential binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. The prevailing party shall be entitled to recover, as part of its judgment, reasonable legal fees and costs from the other party. The arbitration shall be in Hartford County, Connecticut.
- 7.10 If arbitration is agreed to, notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Design Professional. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- 7.11 Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain its progress during any arbitration proceedings, and the Member shall continue to make payments to the Contractor in accordance with the Contract Documents.
- 7.12 At any time during normal business hours, and as often as may be deemed necessary, the Contractor shall make available to the CRCOG, for examination, all records with respect to all matters covered by this Agreement.
- 7.13 Any failure by CRCOG or Contractor to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.
- 7.14 All rights exercisable by and remedies of CRCOG hereunder shall be cumulative and the exercise or beginning of the exercise by CRCOG of any of its rights or remedies hereunder shall not preclude CRCOG from exercising any other right or remedy granted hereunder or permitted by law.

## **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 schedule.

- 8.8 The completion date for each project shall be established by the number of days stipulated in the Purchase Order and liquidated damages may be assessed for every day beyond that date. If, however, the Contractor requests an extension of time beyond that date and the request is made in writing and if it is granted by the Member, the date on which liquidated damages shall be assessed shall be altered accordingly.
- 8.9 The Project Completion Time may be extended for extreme inclement weather. The Contractor agrees that the measure of extreme weather shall be the number of days in excess of the construction duration on which there are site conditions verified with and approved by the Design Professional at the time of the delay, which does not permit work immediately after previous inclement weather. Changes in the Purchase Order Price will not be authorized because of adjustment of the Project Completion Time due to weather.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

- 9.1 The Purchase Order Price, including authorized adjustments thereto, is the total amount payable by the Member to the Contractor for the performance of the Detailed Scope of Work.
- 9.2 If requested by the Member, the Contractor shall submit to the Member and the Design Professional a Schedule of Values. The total of all items shall equal the Purchase Order Price and shall be consistent with the costs set forth in the Price Proposal. This schedule, when approved by the Member and Design Professional, shall be used only as a basis for the Contractor's Application for Payment. In general, the Purchase Order Price shall be distributed in accordance with the types of work designated by the Detailed Scope of Work or sections of the Technical Specifications.
- 9.3 Monthly, the Contractor shall submit to the Design Professional an itemized Application for Payment, notarized if required by the Member, supported by such data substantiating the Contractor's right to payment as the Member or the Design Professional may require. Application for Payment shall be submitted on the date agreed to by the parties each month for the value of labor and materials incorporated in the work and of materials and/or equipment stored at the site as of the end of the preceding month, less retainage as determined by the Member.
- 9.4 Prior to the request for final payment, the Contractor shall secure and provide the Member with a Use and Occupancy Certificate or other required documentation.
- 9.5 Payments may be made on account of materials or equipment not incorporated in the work but delivered and suitably stored at the site. If approved in advance by the Member, payments may be made for materials or equipment suitably stored in a bonded warehouse at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the

Contractor of bills of sale or such other procedures satisfactory to the Member to establish 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 6.50% 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 law.

- 9.13 No progress payment, nor any partial or entire use or occupancy of the Project by the Member, shall constitute an acceptance of any work not in accordance with the Contract Documents.
- 9.14 When applying for payment, the Contractor shall submit to the Design Professional an original, and copies if requested, of its Application for Payment. All Applications for Payment, if required by the Member, must be notarized.
- 9.15 The Contractor shall submit with each Application for Payment, certified payroll records, release of lien statements, warranties, guarantees, or such other documentation as the Member may require.
- 9.16 The Design Professional may decline to approve payment, in whole or in part, to the extent necessary to protect the Member, if in its opinion it is unable to make the representations to the Member required elsewhere in this Article. The Design Professional may also decline to approve payment because of subsequently discovered evidence or subsequent observations. It may nullify the whole or any part of any approved payment to such extent as may be necessary in its opinion to protect the Member from loss because of:
- a. defective work not remedied;
  - b. liens;
  - c. third party claims filed;
  - d. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
  - e. reasonable evidence that the work cannot be completed for the unpaid balance of the Purchase Order Price;
  - f. damage to the Member or another Contractor;
  - g. persistent failure to carry out the work in accordance with the Contract Documents.
- 9.17 The Member shall review the request for payment and shall pay all amounts certified by the Design Professional with which it is in agreement. If the Member pays less than the amount recommended by the Design Professional, it shall notify the Contractor and the Design Professional in writing of its actions and the reasons for the actions taken. If the Design Professional does not approve an Application for Payment, through no fault of the Contractor, on a timely basis after receipt of the Contractor's Application for Payment, or if the Member does not pay the Contractor on a timely basis any amounts certified by both



him and the Design Professional, then the Contractor may, upon seven (7) days written 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 contracts. If the Surety fails to complete the punch list within the stipulated time period, the Member may not accept bonds submitted, in the future, by the Surety.

- 9.22 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Member:
- a. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Member or its property might in any way be responsible, have been paid or otherwise satisfied including submission of a clear Lien and Privilege Certificate;
  - b. Consent of Surety, if any, to final payment;
  - c. a Use and Occupancy Certificate;
  - d. satisfactory completion of all compliance requirements and acceptance by the Member of all compliance documents; and
  - e. if required by the Member, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Purchase Order, to the extent and in such form as may be designated by the Member. If any Subcontractor refuses to furnish a release or waiver required by the Member, the Contractor may furnish a bond satisfactory to the Member to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Member all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.23 If, after completion of the Detailed Scope of Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Supplemental Purchase Orders affecting final completion, and the Design Professional so confirms, the Member shall, upon application by the Contractor and certification by the Design Professional, and without terminating the Purchase Order, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted.
- 9.24 The making of final payment shall constitute a waiver of all claims by the Member except those arising from:
- a. unsettled liens;
  - b. faulty or defective work appearing after Substantial Completion or latent defects in the materials or items provided;
  - c. failure of the work to comply with the requirements of the Detailed Scope of Work, Technical Specifications or other Contract Documents; or
  - d. terms of any special warranties required by the Detailed Scope of Work or Technical Specifications.

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, staging and hoisting equipment and for temporary shoring, bracing and tying.
- 10.8 The Contractor shall comply with applicable safety and health regulations for construction published and in force as of the bid date by the Department of Labor, Bureau of Labor Standards, and any subsequent relations issued by the Department of Labor requiring compliance with the Occupational Safety and Health Act of 1970.
- 10.9 The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Member and the Design Professional.
- 10.10 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.
- 10.11 In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided elsewhere in these conditions.

#### **ARTICLE 11 - INSURANCE**

- 11.1 The Contractor shall purchase and maintain insurance as required by the bid documents.
- 11.2 Before a Member issues a particular Purchase Order, the Contractor shall deliver to that Member certificates of the required insurance.
- 11.3 A Member may require the Contractor to obtain a Builder's Risk Policy for a particular project. The cost of such Builder's Risk policy divided by 0.935 shall be reimbursed to the Contractor without mark-up.

#### **ARTICLE 12 - CHANGES IN THE DETAILED SCOPE OF WORK**

- 12.1 The Member, without invalidating the Purchase Order or this Contract, may order changes in the Detailed Scope of Work consisting of additions, deletions or other revisions. Such changes shall be embodied in a Supplemental Purchase Order developed in accordance with the Procedure for Developing all Proposals and Purchase Orders. A Supplemental Purchase Order may alter the Project Completion Time. All such changes in the Detailed Scope of Work shall only be authorized by Supplemental Purchase Order.
- 12.2 The cost to the Member resulting from a change in the Detailed Scope of Work shall be determined by the Procedure for Developing all Proposals and Purchase Orders. Credits shall be valued at the original cost appearing in the Price Proposal.

- 12.3 If the Contractor wishes to make a claim for an increase in the Purchase Order Price, it 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 of the Contract. The Member shall give such notice promptly after discovery of the condition.

- 13.5 If the Contractor does not proceed with correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Design Professional, the Member may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay for the cost of such removal and storage within ten days thereafter, the Member may upon ten additional days and written notice, sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Design Professional's Additional Services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference will be charged to the Contractor and an appropriate Supplemental Purchase Order will be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Member.
- 13.6 If the Member prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a Supplemental Purchase Order will be issued to reflect a reduction in the original Purchase Order Price where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 14 - EVENTS OF DEFAULT AND REMEDIES**

### **14.1 Events of Default**

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- a. If default shall be made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Contractor set forth in this Contract; or
- b. If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of this contract; or
- c. If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law; or

- d. If any competent authority shall have determined that the Contractor is in default of 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 authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty days by the Contractor because the Design Professional has not issued a Certificate for Payment or because the Member has not made payment thereon, then the Contractor may, upon seven additional days written notice to the Member and Design Professional, terminate the Purchase Order and recover from the Member payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including overhead and profit calculated in accordance with the Procedure for Developing all Proposals and Purchase Orders.
- 15.5 If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Member, upon certification by the Design Professional that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.
- 15.6 If the unpaid balance of the Purchase Order exceeds the costs of finishing the work, including compensation for the Design Professional for Additional Services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Member. The amount to be paid to the Contractor or to the Member as the case may be, shall be certified by the Design Professional and this obligation for payment shall survive the termination of the Purchase Order.
- 15.7 If an agreed sum of liquidated damages has been established, termination by the Member under this Article will not relieve the Contractor of its obligations under the liquidated damages provisions and the Contractor shall be liable to the Member for per diem liquidated damage, unless it is shown that the Member did not have proper and sufficient grounds to terminate the contract for non-performance by the Contractor.

## **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.



The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship.

The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth the provisions of the non-discrimination clause. The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Contractor shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.

- 19.2 The Contractor shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Contractor, or be subjected to discrimination by the Contractor. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Contractor.

Any television public service announcement that is produced or funded in whole or in part under this Contract shall include closed captioning of the verbal content of such announcement. The Contractor shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The Contractor shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

## **ARTICLE 20 - OSHA 10 HOUR TRAINING**

- 20.1 When applicable for a Purchase Order, Contractor shall comply with Connecticut General Statute Sec. 31-53b and all applicable provisions of the law which requires for certain projects, that each contractor furnish proof that all employees performing manual labor

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 FEDERAL CONTRACT CLAUSES and  
CERTIFICATIONS**



## **FEDERALLY REQUIRED CONTRACT CLAUSES AND CERTIFICATIONS**

These clauses and the associated certifications are required for work undertaken for the Greater Hartford Transit District.

### **1. No Obligation by the Federal Government.**

(1) The Purchaser and Proposer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Proposer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subProposer who will be subject to its provisions.

### **2. Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Proposer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Proposer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Proposer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.

(2) The Proposer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Proposer, to the extent the Federal Government deems appropriate.

(3) The Proposer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subProposer who will be subject to the provisions.

**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.



**5. Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Proposer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Proposer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Proposer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Proposer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Proposer agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Proposer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

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



2. the Proposer, within [10] days from the beginning of any delay, notifies the District in writing of the causes of delay. If in the judgment of the District, the delay is excusable, the time for completing the work shall be extended. The judgment of the District shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Proposer's right to proceed, it is determined that the Proposer was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the District.

**8. Suspension and Debarment-** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the Bidder or Proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Bidder or Proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**9. Buy America** - The Proposer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Proposer or offeror must submit to the FTA recipient the appropriate Buy America certification (**See attached certification**) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or

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 of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Greater Hartford 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



attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**12. Clean Air** - (1) The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**13. Clean Water** - (1) The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Proposer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Proposer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**14. Cargo Preference - Use of United States-Flag Vessels** - The Proposer agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Proposer in the case of a subProposer's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may

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



any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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 therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), 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; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(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, U.S. Department of Labor, 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 the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination 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.

(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



the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (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.

(2) **Withholding** – The Greater Hartford Transit 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on 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), all or part of the wages required by the contract, The Town of Mansfield may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at 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). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs 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 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 (a)(3)(ii)(B) of this section.



(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice 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. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If 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 comply with the requirements of 29 CFR part 3, which are incorporated by



reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

## **17. Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No Proposer or subProposer contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in 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 determines that a lesser amount would be adequate for the protection of the District

2. The Greater Hartford Transit District may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The District may secure additional protection by directing the Contractor to



increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million.

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the Greater Hartford Transit District may require additional protection as required by subparagraph 1 if the contract price is increased.

**19. Seismic Safety-** The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**20. Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6.3%. A separate contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Proposer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the District deems appropriate. Each subcontract the Contractor signs with a subProposer must include the assurance in this paragraph (see 49 CFR 26.13(b)).

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. 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 agrees 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 special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The District also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which



prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the District agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (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 Eligibility

\_\_\_\_\_ hereby certifies that neither  
(Name of Proposer)  
it nor its "principals" is included on the U.S. Comptroller General's Debarred Proposers List.

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

The Proposer certifies to the best of its knowledge and belief that it and its principals

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this transaction by any Federal department or agency.

Have not, within a three-year period preceding the date of this Proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B of this Certification.

Have not, within a three-year period preceding the date of this Proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall include an explanation in such regard with its Proposal.

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

(Check One)

\_\_\_\_\_ I DO CERTIFY \_\_\_\_\_ I DO NOT CERTIFY

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE:        /        /

## 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: \_\_\_\_\_

### **Certification of Restrictions of Lobbying**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Name & Title Name of Firm

hereby certify that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instruction as amended.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

The undersigned acknowledges that this certification is a material representation of fact, upon which reliance is placed at the time that the transaction concerned herewith was made or entered into, and that submission of this certification is a prerequisite for making or entering into such transaction imposed by Section 1352, Title 31, U.S. Code as amended. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 US Code A3801, et seq., apply to this certification and disclosure, if any.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Signature & Title of Authorized Official

**THIS CERTIFICATE IS TO BE COMPLETED DURING PROJECT SCOPING  
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  
CERTIFICATION FOR DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 apply to this agreement.

The supplier or Proposer agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or Proposers shall take necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete and perform contracts. Recipients and their Proposers shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award of federal assisted contracts.

The specific DBE goal for the Greater Hartford Transit District is **6.3%**.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Please attach the names and addresses of any and all DBE eligible subProposers who will perform work on this project, and the approximate dollar amounts to be paid to them using the form on the following page. One form per DBE eligible sub proposer must be provided.

**THIS CERTIFICATE IS TO BE COMPLETED DURING PROJECT SCOPING  
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.**



**CHRO REQUIREMENTS FOR  
INDEFINITE QUANTITY TRANSPORTATION PROJECTS**



This section applies to ezIQC® projects which are Public Works Projects containing over \$50,000 in State Funding.

### **Non-Discrimination and Affirmative Action Provisions**

- (A)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- (B) Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2)

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



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO**  
**BIDDERS**  
(Revised 09/3/15)

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

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

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

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual

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

#### INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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



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

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

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

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

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

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

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

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

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

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

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

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

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

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

### PART II - Bidder Nondiscrimination Policies and Procedures

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



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

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

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

Yes\_\_ No\_\_

## PART IV - Bidder Employment Information

Date:

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

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

**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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STATE AGENCY \_\_\_\_\_  
DATE \_\_\_\_\_ TIME PERIOD COVERED \_\_\_\_\_

[illegible]



