



**INVITATION TO BID FOR
INDEFINITE QUANTITY CONSTRUCTION SERVICES –
SPECIALTY: HVAC OR ROOFING
ISSUED: SEPTEMBER 26, 2018**

Bid openings:

HVAC

Solicitation #	CT Geographic Area	Bid Date	Bid Time
NE-18-HVAC-EZIQC	Northeast	10/23/18	1:00 p.m.
SW-18-HVAC-EZIQC	Southwest	10/23/18	1:00 p.m.
NW-18-HVAC-EZIQC	Northwest	10/23/18	1:30 p.m.
SE-18-HVAC-EZIQC	Southeast	10/23/18	1:30 p.m.

Roofing

Solicitation #	CT Geographic Area	Bid Date	Bid Time
NE-18-ROOF-EZIQC	Northeast	10/23/18	2:00 p.m.
SW-18-ROOF-EZIQC	Southwest	10/23/18	2:00 p.m.
NW-18-ROOF-EZIQC	Northwest	10/23/18	2:30 p.m.
SE-18-ROOF-EZIQC	Southeast	10/23/18	2:30 p.m.

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

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

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

SECTION 1: INFORMATION FOR BIDDERS
FOR ezIQC CONTRACT
Fall 2018

PURCHASING COUNCIL PURPOSE

The Capitol Region Purchasing Council (Council) is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments (CRCOG), which attempts to provide volume-based discounts to its Members through various cooperative procurement initiatives. To date, some **115** towns, boards of education and agencies across the State (38 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

ABOUT ezIQC®

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

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

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

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

PRE-BID CONFERENCE

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

BID DOCUMENTS

The bid documents include:

1. Information for Bidders
 - a. Attachment A: Map of Regions and list of CRPC Members who fall into each region
 - b. Attachment B: Town of West Hartford Insurance Requirements

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

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

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

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

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

BID FORMS/SUBMISSION OF BIDS/BID SECURITY

No oral, telegraphic or telephonic bids will be accepted.

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

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

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

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

BID OPENING

Location of bid opening:
CRCOG/Capitol Region Purchasing Council
241 Main Street, 3rd Floor Boardroom
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® general construction contracts. See Attachment A for a map showing the towns located in each region. The award of the contracts shall be made to the lowest, responsible, responsive Bidder. However, CRCOG reserves the right to limit the number of contracts awarded to any one bidder. The preference is to have four separate contractors. The lowest, responsible, responsive Bidder is that person or firm whose bid is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory and whose bid documents comply with the procedural requirements stated herein. Each Bidder must be prepared to show evidence of having satisfactorily performed construction projects similar to the projects contemplated by this contract. The inability to do so may be cause for rejection.

NO EXCEPTIONS TO SPECIFICATIONS

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

WITHDRAWAL OF BIDS

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

REJECTION AND/OR CANCELLATION OF BIDS

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

RIGHT TO WAIVE ANY INFORMALITY

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

TAXES

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

CONTRACT EXTENSION

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

REFERENCES

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

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

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

MEMBER ISSUED PURCHASE ORDER REQUIRED BEFORE WORK

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

BILLING

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

PAYMENT OF FEES

All Bidders awarded a contract must pay the Consultant a **7% JOC System License Fee** on each payment received from a Member as described in more detail in the bid documents. The cost of this Fee shall be included in the Bidder's Adjustment Factors. Failure to pay such Fee may result in the Bidder being restricted from participating in future bids and/or cancellation of the contract.

INSURANCE REQUIRED OF SUCCESSFUL BIDDERS

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

- A. Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.
- B. Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in Section A, above.
- C. Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.

- D. Excess Liability Umbrella Form over sections A, B, and C-Employers' Liability with limits up to \$4,000,000.
- E. Before a Member will issue a Purchase Order to the Contractor, the Contractor shall deliver certificates of insurance evidencing the required insurance. The Member shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections A, B, C - Employers' Liability and D in the section reserved for comments on the ACORD Form insurance certificate.

In addition:

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

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

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

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

SBE/MBE/WBE/DBE

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

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

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

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

SEVERABILITY

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

QUESTIONS

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

E-mail: mgoulet@crcog.org

or

CRCOG/Capitol Region Purchasing Council

241 Main Street, 4th Floor

Hartford, CT 06106

Tel: 860-522-2217 ext. 4283

Fax: 860-724-1274

No oral interpretations shall be made to any respondent as to the meaning of any of the documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the email address, mailing address, or fax number listed above. To receive

consideration, such questions must be received at least five (5) calendar days before the deadline for bid submission.

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

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

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

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

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

- _____ 1. COMPLETED BID FORM FOR ezIQC CONTRACT – FALL 2018 (PAGES 1-5)
- _____ 2. COMPLETED ezIQC CONTRACTOR EXPERIENCE QUESTIONNAIRE-
FALL 2018 (AND REQUIRED ATTACHMENTS) (PAGES 1-7)
- _____ 3. BID SECURITY – EITHER A BID BOND (\$10,000) ON THE FORM PROVIDED
OR AS A CERTIFIED CHECK FOR \$10,000, PAYABLE TO CRCOG
- _____ 4. COMPLETED STATE OF CT CONTRACTOR WAGE CERTIFICATION FORM
- _____ 5. DAS CERTIFICATION FORM
- _____ 5. COMPLETED TRANSIT DISTRICT REQUIRED CERTIFICATIONS (SEE
EXHIBIT C1-FORMS TO BE RETURNED INCLUDE CERTIFICATE OF
ELIGIBILITY, CERTIFICATE OF NON-COLLUSION AND CERTIFICATE OF
ANTI-LOBBYING)

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

**SECTION 2B: BID FORM
FOR ezIQC CONTRACT
Fall 2018**

A. Bidder Information

Solicitation Number: _____

Geographic Area: _____

Bid Date: _____ Bid Time: _____

Name of Company: _____

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Company FEIN/Tax ID #: _____

B. Adjustment Factors

All Bidders awarded a contract must pay a 7% JOC System License Fee on each payment received from a Member as described in more detail in the bid documents. **The cost of the JOC System License Fee shall be included in the Bidder's Adjustment Factors.** Failure to pay such Fee may result in the Bidder being restricted from participating in future bids and/or cancellation of the contract.

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

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

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

(Specify to four decimal places)

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

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

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

(Specify to four decimal places)

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

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

(Specify to four decimal places)

4. **Other Than Normal Working Hours for Prevailing Wage Rate Projects:**

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

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

(Specify to four decimal places)

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

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

Or

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

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

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

C. Surety Information

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

Name of Surety: _____

Maximum Bonding Capacity/Aggregate Work Capacity: _____

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

D. Award Criteria Figure

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

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

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

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

Award Criteria Figure in Numbers

Award Criteria Figure in Words

E. Addenda

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

Addendum #1 Dated: _____.

Addendum #2 Dated: _____.

Addendum #3 Dated: _____.

Addendum #4 Dated: _____.

Addendum #5 Dated: _____.

F. Non-Collusion Statement

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

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

G. Transit District Certifications

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

G. Signatures

DATE: _____

When the Bidder is an individual:

Witness:

By:

(Contractor-Individual)

When the Bidder is a partnership:

Witness:

By:

General Partner

When the Bidder is a Corporation:

Attest:

Secretary

By:

Title:

**SECTION 2C: CONTRACTOR EXPERIENCE QUESTIONNAIRE
FOR ezIQC CONTRACT
Fall 2018**

Bidders submitting responses for HVAC must perform a minimum of 51% of all work in HVAC with its own forces.

Bidders submitting responses for Roofing must perform a minimum of 51% of all work in Roofing with its own forces.

Bidder's Name: _____

Federal ID Number: _____

1. Type of Organization. Check One:

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

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

2. If Bidder is a Corporation:

State and Date of Incorporation _____

3. If Bidder is a Partnership or Individual:

Date of Organization: _____

Name and Address of Owners or Partners:

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

If yes, please list and describe _____

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

7. Provide the following experience information:

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

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

c. How many years under previous business name? _____

(List other names)

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

Number

a. Clerical Personnel _____

b. Engineers & Architects _____

c. Supervisors, Foremen, or Superintendents _____

d. Skilled Employees including Technicians _____

e. Unskilled Employees _____

f. Estimators/Project Managers _____

g. Total number of full time personnel _____

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

2017 \$ _____

2016 \$ _____

2015 \$ _____

10. Bidders bidding on Roofing must have a manufacturer's certification for installing at least two of the following roofing type systems:

- Atactic-Polypropylene Modified Bituminous (APP) Membrane Roofing
- Chlorosulfonated Polyethylene-Hypalon (CSPE) Membrane Roofing
- Styrene-Butadiene-Styrene Modified Bituminous (SBS) Membrane Roofing
- Ethylene-Propylene-Diene-Monomer (EPDM) Membrane Roofing
- Polyisobutylene (PIB) Membrane Roofing
- Reinforced Polyvinyl Chloride (RPVC) Membrane Roofing
- Thermoplastic Polyolefin (TPO) Membrane Roofing

Please indicate which of these you are certified for, and any additional manufacturer's certifications that may not be listed here:

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:

Owner Contact Name, Address and Phone Number:

Contract Number: _____ Contract Value: _____

Date Awarded: _____ Scheduled Completion Date: _____

Description of Work Bidder Performed:

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

Percentage of work completed by Contractor employees _____%

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

Architect/Engineer Name, Address and Phone Number

Project # _____.

Name of Owner:

Owner Contact Name, Address and Phone Number:

Contract Number: _____ Contract Value: _____

Date Awarded: _____ Scheduled Completion Date: _____

Description of Work Bidder Performed:

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

Percentage of work completed by Contractor employees _____%

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

Architect/Engineer Name, Address and Phone Number

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

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:

Certification:

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

Name: _____

Title: _____

Date: _____

SECTION 2D: BID BOND FOR ezIQC CONTRACT
Fall 2018

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

as Principal, and _____

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

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

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

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2018 the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

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

(Seal)
Individual Principal

Business Address

Attest:

By: _____
Corporate Principal

Business Address

By _____
Affix Corporate Seal

Attest:

Corporate Surety

Business Address

By _____
Affix Corporate Seal

Countersigned by _____

*Attorney-in-fact, State of _____

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

SECTION 3: ATTACHMENT A

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. 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. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Member's approval. If approved, less than three quotes or bids will be allowed.

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

- A = Hourly Labor Rate (Trades not in Construction Task Catalog®)
- B = Direct Material Costs (supported by three quotes)
- C = Direct Equipment Costs (Equipment not in Construction Task Catalog®)
- D = Subcontractor Costs (supported by three quotes)
- E = Approved Overhead on Labor. e.g. 40%
- F = Allowable Overhead and Profit = $(A + B + C) \times 15\%$
- G = Subcontractor Allowance = $D \times 10\%$

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

After a Non-Prepriced Task has been approved by the Member, the unit price for such task will be established, and fixed as a permanent Non-Prepriced Task which will no longer require price justification.

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

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

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

obtained shall be reimbursed without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

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

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

Review of the Proposal and Issuing the Purchase Order

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

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

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

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

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

For certain projects, the Member may require the Contractor to provide Payment and Performance Bonds in the amount of the Purchase Order Price. The surety and the form of the bonds must be acceptable to the Member.

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

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

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

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

3. COMPUTER REQUIREMENTS

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

4. SOFTWARE LICENSING

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

ezIQC® License:

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

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

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

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

5. COOPERATIVE PURCHASING:

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

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

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

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

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

Make Checks Payable to: The Gordian Group, Inc.

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

F. CRCOG and the Consultant may request records from the Contractor for all cooperative purchasing through this Contract and payment of all Fees. If discrepancies exist between cooperative purchasing activity and Fees paid, CRCOG or the Consultant will provide written notification to the Contractor of discrepancies and allow the Contractor thirty (30) Days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of CRCOG and the Consultant, CRCOG and the Consultant reserve the right to engage a third party to conduct an independent audit of the Contractor's records and Contractor shall reimburse the appropriate party for the cost and expense related to such audits.

**SECTION 3: STANDARD FORM OF CONTRACT FOR
ezIQC CONTRACT
Fall 2018**

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

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of this Contract, the Invitation to Bid documents, including the Information for Bidders, Scope of Work, General Conditions, Construction Task Catalog dated October 2018, Technical Specifications, Wage Rate Schedule and Requirements, the Contractor's response thereto and any addenda issued prior to execution of this Contract.

ARTICLE 2 – RELATIONSHIP BETWEEN PARTIES

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

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

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

ARTICLE 3 – GENDER, NUMBER, TITLE

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

ARTICLE 4 - THE WORK

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

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

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

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

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

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

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

ARTICLE 5 – GEOGRAPHIC AREA

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

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

ARTICLE 6 – TERM OF THE CONTRACT

The term of this Contract begins on the award date noted above and ends on December 31, 2021. All Purchase Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, Supplemental Purchase Orders may be issued, and the guarantee period may continue, after the term has expired.

ARTICLE 7 - ESTIMATED ANNUAL VALUE

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

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

ARTICLE 8 – PURCHASE ORDER PRICE

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

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

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(Specify to four decimal places)

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

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(Specify to four decimal places)

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

		.				
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(Specify to four decimal places)

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

	.				
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(Specify to four decimal places)

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

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

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

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

A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. September bid due date, Current Year Index is September of the prior year to August of the current year).

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

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

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

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

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

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

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

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

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

ARTICLE 9 - PROGRESS PAYMENTS

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

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

ARTICLE 10 – BONDING

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

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

If the CONTRACTOR is required to submit Payment and Performance Bonds and/or a Maintenance Bond, the Member shall reimburse the Contractor the actual cost of such bonds

not to exceed 2% of the Purchase Order Price. The Contractor shall provide such documents as the Member may require evidencing the actual cost of the bonds.

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

ARTICLE 11 - FINAL PAYMENTS

Final payment, constituting the entire unpaid balance of the Purchase Order Price, will be paid by the Member to the CONTRACTOR within thirty (30) days after Final Inspection of the Detailed Scope of Work, if the Detailed Scope of Work has been fully performed, and a Final Application for Payment has been submitted, as provided in the General Conditions of the Contract and the individual Purchase Order.

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

ARTICLE 12 - INSURANCE

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

- A. Comprehensive General Liability, including Contractual Liability, Products/Completed Operations Insurance, as applicable, with limits not less than \$2,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year and limits of \$1,000,000 for all property damage sustained by each person as a result of any one occurrence and \$1,000,000 property damage aggregate per policy year or a combined single limit of \$1,000,000. All, if any, deductibles are the sole responsibility of the Contractor to pay and/or indemnify.
- B. Automobile Liability Insurance including non-owned and hired vehicles in the same limits as indicated in Section A, above.
- C. Workers' Compensation Insurance at the Connecticut statutory limit including Employers' Liability with limits of \$100,000 each accident,

\$500,000 for each disease/policy limit, and \$100,000 for disease for each employee.

- D. Excess Liability Umbrella Form over sections A, B, and C-Employers' Liability with limits up to \$4,000,000.
- E. Before a Member will issue a Purchase Order to the Contractor, the Contractor shall deliver certificates of insurance evidencing the required insurance. The Member shall be named as an Additional Insured as its interest may appear on the appropriate coverage in sections A, B, C - Employers' Liability and D in the section reserved for comments on the ACORD Form insurance certificate.

In addition:

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

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

ARTICLE 13 – HOLD HARMLESS AND INDEMNIFICATION

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

ARTICLE 14 - MODIFICATIONS

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

ARTICLE 15 – TERMINATION/PERFORMANCE CLAUSE

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

ARTICLE 16 – GOVERNING LAW AND VENUE

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

ARTICLE 17 – CONFLICT OF INTEREST

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

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

CRCOG

Witness:

By:

Executive Director

CONTRACTOR

Witness:

By:

(Title)

Insurance Exhibit (West Hartford)

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

Automobile Liability and Physical Damage Coverage: \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

Umbrella Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

Workers' Compensation: Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

Personal Property for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

Date

(Print Name Here)

**CHRO REQUIREMENTS FOR INDEFINITE QUANTITY
CONSTRUCTION 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 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.
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INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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)

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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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**EXHIBIT C1 –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 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the 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 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)(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 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 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 Transit District determines that a lesser amount would be adequate for the protection of the District
2. The 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 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 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 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 its 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 **5.6%**. Other Transit Districts may have different DBE goals. A separate contract goal has not been established for this procurement

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.

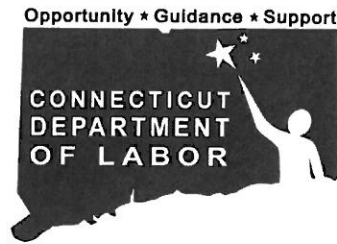
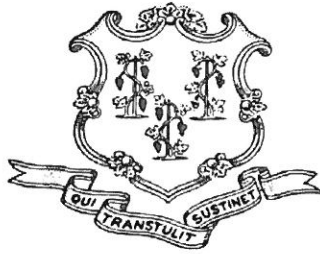
CHRO BID LANGUAGE

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. 4a-60, 4a-60a, 41-60g, and 46a-68b through 461-68f, 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 CONN. GEN. STAT. 4a-60g. (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-government 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:

<https://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928>



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

STATUTE 31-55a

- SPECIAL NOTICE -

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

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

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

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

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

November 29, 2006

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

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

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

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

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

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

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

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

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

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

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

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

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

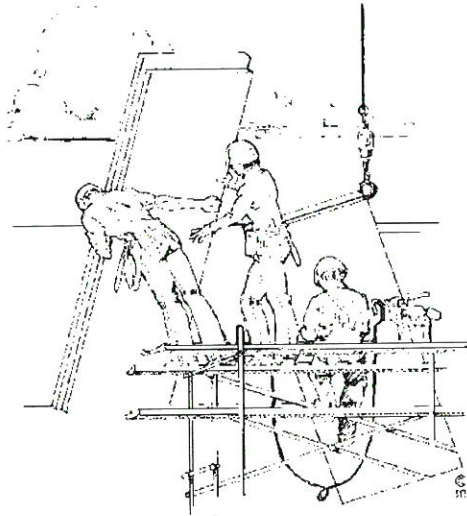
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS. MILLWRIGHTS. PILEDRIEVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.



Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.*

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

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

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

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

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

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

Elevator Constructors: Mechanics

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

Glaziers

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

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

<p>In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.</p>	<p>PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS</p> <p>WEEKLY PAYROLL</p>	<p>Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109</p>
<p>CONTRACTOR NAME AND ADDRESS:</p>		

CONTRACTOR NAME AND ADDRESS:										SUBCONTRACTOR NAME & ADDRESS										Wethersfield, CT 06109 WORKER'S COMPENSATION INSURANCE CARRIER									
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS										POLICY # EFFECTIVE DATE: EXPIRATION DATE:															
PERSON/WORKER, ADDRESS and SECTION	APPR RATE MALE/FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # A NET PAY													
			S	M	T	W	TH	F	S			FICA	WITH-HOLDING	WITH-HOLDING			LIST OTHER												
			HOURS WORKED EACH DAY																										
			O/T Hours																										

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting

