

**TOWN OF KILLINGLY**



**BID DOCUMENTS**

***FOR***

**REPLACEMENT OF BRIDGE NO. 68-002  
VALLEY ROAD OVER MASHENTUCK BROOK  
State Project No. 9068-0002**

**REPLACEMENT OF BRIDGE NO. 68-003  
VALLEY ROAD OVER WHETSTONE BROOK  
State Project No. 9068-0003**

**REPLACEMENT OF BRIDGE NO. 68-009  
BEAR HILL ROAD OVER UNNAMED BROOK  
State Project No. 9068-0009**

**KILLINGLY, CONNECTICUT**

**NOVEMBER 2022**

**FREEMAN**  
C O M P A N I E S

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**INVITATION TO BID**  
**KILLINGLY BRIDGE RECONSTRUCTION**  
**KILLINGLY, CONNECTICUT**

Sealed bids for the Killingly Bridge Reconstruction Projects No. 9068-0002, No. 9068-0003, and No. 9068-0009 will be received at the **Office of the Town Engineer, 172 Main Street, Killingly CT 06239 until 2:00 PM on January 11<sup>th</sup>, 2023**. Thereafter, bids will be opened in public and read aloud in the **Town Meeting Room of the Killingly Town Hall located at 172 Main Street Killingly CT 06239**. No bids will be accepted after said date and time.

The Town of Killingly hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and that they will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Prospective bidders shall examine the "Information for Bidders" and shall comply and conform strictly to the conditions and instructions contained therein.

Plans and Specifications may be obtained from the Town of Killingly website:  
<https://www.killingly.org/finance/pages/bids-and-rfps>

Any requests for additional information, interpretations, or clarifications of these Contract Documents by potential bidders shall be made in writing to Mr. Yuyang Lin of Freeman Companies LLC, 36 John Street, Hartford, CT 06106 (ylin@freemancos.com), no later than 12 calendar days prior to the scheduled bid opening date. If determined to be necessary or required, addenda will be issued on the Town bids and rfps website. All addenda shall be posted or sent no later than 5 days prior to the bid closing and opening.

The Town of Killingly reserves the right to accept or reject any bid in part or in whole and to waive any formalities or informalities in the bidding process and to award the bid deemed to be in the best interest of the Town.

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed and the contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interference with any other contractor.

The minimum wages to be paid to labor of the various classifications shall be in accordance with Federal Wage Rate determinations and the current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised.

Note: Surety Company Bond for five percent (5%) of the amount of the bid, must accompany each proposal; certified checks will not be accepted. The Town of Killingly reserves the right to reject any and all bids.

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 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 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-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Killingly Town Manager

## **CONDITIONS:**

### **Bid Surety:**

Each bid must be accompanied by a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid.

**Payment:** Final payment will be made upon the acceptance of the completed work by an authorized representative of the Town of Killingly. Invoices covering the work specified herein should be forwarded to the Killingly Engineering Department upon completion of the project.

**Taxes:** The Town of Killingly is exempt from all State and Federal taxes. Do not include these amounts in your quotation. A tax-exempt form will be supplied to the selected contractor.

**Addendums:** All addendums will be posted on the town website, <https://www.killingly.org/finance/pages/bids-and-rfps>.

It is the responsibility of the bidder to check the website for any addendums before submitting their bid.

**F.O.B. Destination:** All prices quoted must be net delivered to destination.

**Conflict of Interest:** No public official or employee shall, while serving as such, have any financial interest or engage in any business, employment, transaction, or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest.

**Insurance Requirements:** Shall meet the requirements of Article 1.03.07 of the State of Connecticut Department Transportation Standard Specifications for Roads, Bridges, Facilities, and Incidental Construction Form 818, dated 2020 or the requirements below, whichever is greater. The Town of Killingly shall be listed as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Killingly.

#### A. General Liability

Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Killingly shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, and CG 20 37.

#### B. Automobile Liability

Combined single limit of \$1,000,000. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

#### C. Workers Compensation

The proposer must have workers' compensation and employer's liability insurance as required by Connecticut and federal law, plus employer's liability limits of \$1,000,000 per

accident, 1,000,000 disease each employee and \$1,000,000 disease policy limit.

#### D. Umbrella Liability

The proposer shall have a minimum coverage of \$1,000,000 excess umbrella coverage, naming the Town as additional insured.

The Town of Killingly and the State of Connecticut shall be listed as an additional insured. The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file an Insurance Certificate within two weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Killingly, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connect.

Original, completed Certificates of Insurance must be presented to the Town of Killingly prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above-described policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the Town of Killingly.



## **Section I**

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Reconstruction of Valley Road Bridge over Mashentuck Brook

Reconstruction of Valley Road Bridge over Whetstone Brook

Reconstruction of Bear Hill Road over Unnamed Brook

### **SUBJECT:**

1. Receipt and Opening of Bids
2. Preparation of Bid
3. Subcontracts
4. Qualifications of Bidder
5. Bid Security
6. Evaluation of Prices Submitted
7. Liquidated Damages for Failure to enter into Contract
8. Time of Completion and Liquidated Damages
9. Conditions of Work
10. Addenda and Interpretations
11. Security for Faithful Performance
12. Power of Attorney
13. Notice of Special Conditions
14. Laws and Regulations
15. Obligation of Bidder
16. Affirmative Action Requirements



## INFORMATION FOR BIDDERS

### TOWN OF KILLINGLY

Reconstruction of Valley Road Bridge over Mashentuck Brook  
Reconstruction of Valley Road Bridge over Whetstone Brook  
Reconstruction of Bear Hill Road over Unnamed Brook  
in Killingly, CT

#### 1. RECEIPT AND OPENING OF BIDS:

The Town of Killingly, hereinafter referred to as the Municipality, invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by Town Engineer in the Killingly Town Hall, 172 Main Street / Second Floor, Killingly, CT 06239 until 2:00 P.M. **December 1, 2022**, and then publicly opened and read aloud in the Town Meeting Room of the Killingly Town Hall. Three (3) copies of the bid should be provided. The envelopes containing the bids must be sealed, addressed to Town of Killingly, CT and designated as Bid for the Reconstruction of Valley Road Bridge over Mashentuck Brook, Reconstruction of Valley Road Bridge over Whetstone Brook and Reconstruction of Bear Hill Road over Unnamed Brook in Killingly, CT.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

#### 2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

- A. Form of Bid
- B. Bid security (*bid bond or Certified check*)
- C. EEO Certification of Bidder form. (*subcontractors form not required at time of bid*)
- D. Non-Collusion Affidavit of Bidder form. (*subcontractors form not required as part of bid*)

#### 3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must;

- A. be acceptable to the Municipality, and:
- B. submit form entitled "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity". Approval of the proposed subcontract award cannot be given by the Municipality unless and until the proposed subcontractor has submitted the certification forms and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to their bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in contract and subcontract awards and notices to proceed.

**4. QUALIFICATIONS OF BIDDER:**

The Municipality may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Municipality all information and data for this purpose as the Municipality may request. The Bidder must be pre-qualified by the Connecticut Department of Transportation (ConnDOT) or be pre-qualified with the State of Connecticut Department of Administrative Services (DAS). Contractors shall submit the ConnDOT "Contractor's Prequalification Statement/Application (CON-16)" for Group No. 3 Concrete Restoration. The Municipality reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Municipality that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**5. BID SECURITY:**

Each bid must be accompanied by a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid. Bid bonds shall be returned to all but the three lowest bidders within three days after the opening of the bids, and the remaining bid bonds will be returned promptly after the Municipality and the accepted bidder have executed the contract, or if no award has been made, within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

**6. EVALUATION OF PRICES SUBMITTED:**

Bids will be compared on the basis of the estimated quantities times unit or lump sum prices state in the Proposal. In the event of a discrepancy between prices written in words and figures; the prices written in words shall govern. It is the intent of the Municipality to make award to the lowest responsible qualified bidder for the base Contract not including any Add Alternates (reference Connecticut General Statute 4a-59). In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern.

**7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Municipality, as liquidated damages for such failure or refusal, the security deposited with his bid.

**8. TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

The bidder must agree to commence work on or before a date to be specified in a written "Notice To Proceed" of the Municipality and to fully complete the project within **Four Hundred and Twenty (420)** consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of one thousand dollars (**\$1,500.00**) for each consecutive calendar day thereafter.

**9. CONDITIONS OF WORK:**

Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish

all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out his work, must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor.

**10. ADDENDA AND INTERPRETATIONS:**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation must be in writing and addressed to Mr. Yuyang Lin of FREEMAN Companies, 36 John Street, Hartford, CT 06106, and to be given consideration, must be received at least twelve days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be either faxed, or sent by certified mail with return receipt requested to all prospective bidders (*at the respective addresses furnished for such purposes*), not later than five days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

**11. SECURITY FOR FAITHFUL PERFORMANCE:**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Municipality and listed in the Department of Treasury's Listing of Approved Sureties (Circular 5 Days0).

**12. POWER OF ATTORNEY:**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**13. NOTICE OF SPECIAL CONDITIONS:**

Although each and every part of the General Conditions is important, particular attention is called to those sections pertaining to the following:

- A. Inspection and testing of materials,
- B. Insurance requirements,
- C. Wage rates,
- D. Contract Compliance Reporting Requirements,
- E. Stated allowances.

**14. LAWS AND REGULATIONS:**

The bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the

contract throughout, and they are considered included in the contract the same as though they were written out in full.

**15. OBLIGATION OF BIDDER:**

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (*including all addenda*). The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid.

**16. AFFIRMATIVE ACTION REQUIREMENTS:**

This contract is subject to all Federal and State Affirmative Action regulations. The contractor will be required to comply with those regulations. This includes the documentation attached and included within the contract.

**Section II**

**FORM OF BID  
TOWN OF KILLINGLY**

**RECONSTRUCTION OF VALLEY ROAD BRIDGE OVER MASHENTUCK BROOK,  
KILLINGLY, CT  
RECONSTRUCTION OF VALLEY ROAD BRIDGE OVER WHETSTONE BROOK,  
KILLINGLY, CT  
RECONSTRUCTION OF BEAR HILL ROAD OVER UNNAMED BROOK,  
KILLINGLY, CT**

**PROPOSAL OF:** \_\_\_\_\_  
(Official name of company and hereinafter called "bidder")

organized and existing under the laws of the State of \_\_\_\_\_, and doing business as:  
 a corporation,  a partnership, or  an individual (check one).

TO the MUNICIPALITY hereinafter called the OWNER.

**READERS:**

The BIDDER, in compliance with your invitation to bid for the **Reconstruction of Valley Road Bridge over Mashentuck Brook, Reconstruction of Valley Road Bridge over Whetstone Brook and Reconstruction of Bear Hill Road over Unnamed Brook in Killingly, CT**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **Four Hundred and Twenty (420)** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of **\$1,500.00** for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following addenda:

- No. \_\_\_\_\_ Dated \_\_\_\_\_
- No. \_\_\_\_\_ Dated \_\_\_\_\_
- No. \_\_\_\_\_ Dated \_\_\_\_\_
- No. \_\_\_\_\_ Dated \_\_\_\_\_

**PROPOSAL:**

The bidder agrees to furnish and install all labor and materials required to fully construct the work in accordance with the contract documents.

The total amount of the bid based on the estimated quantities shown herein and as computed by the undersigned Bidder for the Reconstruction of Valley Road Bridge over Mashentuck Brook, Reconstruction of Valley Road Bridge over Whetstone Brook and Reconstruction of Bear Hill Road over Unnamed Brook, is:



**BASE BID (ONLY)**

TOTAL AMOUNT IN WORDS:

\_\_\_\_\_ DOLLARS

TOTAL AMOUNT IN FIGURES: \$ \_\_\_\_\_

The BIDDER understands that the OWNER reserves the right to accept or reject any or all bids in part or in whole and to waive any informalities in the bidding.

The BIDDER agrees that this bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the BIDDER will execute the OWNER'S formal contract within ten (10) days and deliver Surety Bonds as required.

The bid security attached in the sum of 5% of the bid is to become the property of the OWNER in the event the contract and bonds are not executed within the time set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

RESPECTFULLY SUBMITTED:

BY: \_\_\_\_\_  
*(type or print name and title)*

\_\_\_\_\_  
*(authorized signature of bidder)*

List below, the business location, the mailing address, the telephone number and the name of the person of whom any inquiries are to be made.

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

If bid is submitted by a corporation, its seal must appear.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_

\_\_\_\_\_ PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_

as SURETY are held and firmly bound unto the Town of Killingly hereinafter called the OWNER, in the penal sum of Five Percent of Total Bid Dollars, (5% of Total Bid) 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 this, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for

\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, 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, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the Owner the difference between the amount specified in said Bid and Amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, The Principal and Surety have hereunto set their hands and seals and such of them as corporations have caused their corporate seal to be affixed and these presents be signed by the proper offices, the day and year set forth above.

\_\_\_\_\_ Principal

\_\_\_\_\_ Surety

By \_\_\_\_\_

By \_\_\_\_\_



**Section III**  
**GENERAL CONDITIONS**

**1. DEFINITIONS:**

The following terms as used in this document are specifically defined as follow:

- A. **Contractor** means a person, firm or corporation with whom this contract is made.
- B. **Subcontractor** means a person, firm or corporation supplying labor and materials or labor only for work at the project under separate contract or agreement with the contractor.
- C. **Owner** means either the Town of Killingly, its authorized representative of the Municipality or a combination of those representatives.
- D. **Project Manager** means the person employed by the Town of Killingly on behalf of the owner. All major decisions and determinations required during the work will be made jointly by the owner, and the project manager; and if applicable, the architect/engineer, however, instructions to the contractor are to be from the Owner or approved designee. If the contractor performs work beyond the scope of the project at the direction or request of any person other than the owner, it will be at his own risk and expense. If this work must be removed or revised, that also will be at the expense of the contractor.
- E. **Work on or at the project** means all work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the contractor and any subcontractor.
- F. **Apprentice** means; 1) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau or 2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- G. **Trainee** means a person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.
- H. **Covered area** means the geographical area described in the solicitation from which this contract resulted.
- I. **Director** means Director of the Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- J. **Employer identification number** means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- K. **Minority** includes:
  - 1. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin),
  - 2. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race),
  - 3. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands),

4. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification),
5. **Portuguese** (all persons having origins in the Iberian Peninsula, including Portugal, regardless of race).

**2. REQUIRED PROVISIONS DEEMED INSERTED:**

Each and every provision of law required to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any provision is not inserted or is inserted incorrectly then upon the application of either party the contract shall be amended to make such insertion or correction.

**3. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:**

No person under the age of sixteen and no person who at the present time is serving sentence in a penal or correctional institute shall be employed on the work covered by this contract.

**4. REPORTS, RECORDS AND DATA:**

It is imperative that the contractor keep records and submit reports in strict accordance with all sections of these General Conditions. Several different sections require specific information which may be addressed individually or in aggregate with other sections at the contractor's option. Provided all information is available, the Municipality will not mandate a specific format to be followed. If information submitted by the contractor is unclear or incomplete, the Municipality may request that the records/reports be re- submitted.

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed under this contract.

Payrolls and basic records relating thereto will be maintained 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 will contain for each employee, their name, address, correct classification, rate(s) of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) 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 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 and mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits.

The contractor will submit weekly certified copies of all payrolls to the Project Manager. The payroll shall be accompanied by a statement signed by the employer or authorized representative indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the actual work performed. The submission of a "Weekly Statement of Compliance" which is required under

this contract and the Copeland regulations of the Secretary of Labor (29CFR Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the required records available for inspection by authorized representatives of the Municipality, its agents, and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

A. **PAYROLLS AND BASIC RECORDS.** Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to his/her own workforce employed on the site of the work. The principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least 3 years following the completion of the work. Such records shall contain:

1. The name, address and social security number of each laborer and mechanic;
2. His or her correct work classification(s);
3. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
4. Daily and weekly number of hours worked, including any overtime hours;
5. Deductions made and actual net wages paid;
6. Evidence pertaining to any fringe benefit programs;
7. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

B. **CERTIFIED PAYROLL REPORTS.** Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to the Project Manager *through* the principal contractor.

1. **CPR Format.** CPR information may be submitted in any form provided that the Project Manager can reasonable interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347.
2. **Submission Requirements.** CPRs shall be submitted for each contractor/subcontractor (employer) beginning with the first week such employer performs work on the site of the work. CPRs shall be submitted promptly following the close of each such pay week.
3. **CPR Preparation.** CPRs for each employer shall be numbered sequentially beginning with A1. The CPR for the last week of work to be performed on the project by each employer shall be clearly marked Final.
  - a. **Employee Information.** The first payroll on which each employee appears shall contain the employee's name, address and Social Security Number. Thereafter, the address and Social Security Number only need to be reported if there is a change in such information.

- b. Apprentices or Trainees. The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentices= or trainees registration in an approved program. A copy of the approved program pertaining to the wage rates and rations shall also accompany the first CPR on which the first apprentice or trainee appears.
  - c. Split Classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported. The employer may list the employee once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
  - d. Hours Worked at Other Job Sites. The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the project for which the CPR is prepared, those hours *should not* be reported on the CPR. In these cases, the employer should list the employees name, classification, hours this project only, and the rate of pay and gross earnings at this project. Deductions and net pay may be reflected based upon the employees' total earnings (for all projects) for the week.
4. No Work = No Payrolls. Employers are not required to submit CPRs for weeks during which no work was performed on the site of the work *provided* that the CPRs are number sequentially *or* that the employer has provided written notice that its work on the project has been suspended.
5. Weekly Payroll Certification. Each weekly payroll shall be accompanied by a *A Statement of Compliance*. The Statement of Compliance shall be executed by the original signature of the principal executive of the contractor/subcontractor or of a person authorized in writing by the principal. The Statement shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347 which shall certify to the following:
  - a. That the payroll for the payroll period contains the information required to be maintained (see &2-7) and that the information is correct and complete;
  - b. 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 for in Regulations, 29 CFR Part 3; and
  - c. 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.
6. Falsification. 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.

**5. OTHER PROHIBITED INTERESTS:**

No official of the owner who is authorized solely or jointly to negotiate, make, accept, or approve any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the owner who is authorized in a capacity to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part thereof.

**6. NO CONFLICT**

No member or Delegate to Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise from the same.

**7. NATIONAL HISTORIC PRESERVATION ACT OF 1966:**

The contractor agrees to contribute to the preservation and enhancement of structures and objects of historical, architectural or archaeological significance when such items are found and/or unearthed during the course of project construction and to consult with the State Historic Preservation Officer for recovery of the items. [Reference: National Historic Preservation Act of 1966 (80 Stat 915.16 USC 470) and Executive Order No. 11593 of May 31, 1971.]

**8. RIGHT OF THE OWNER TO TERMINATE THE CONTRACT:**

In the event that any of the provisions of these general conditions are violated by the contractor, or by any of his subcontractors, the owner may serve written notice upon the contractor and his surety of its intention to terminate the contract, such notices to contain the reasons for such intention, and unless within ten (10) days after the serving of such notice upon the contractor, such violations or delay shall cease and satisfactory arrangements or correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the owner shall immediately serve notice upon the surety and the contractor. The surety shall have the right to take over and perform the contract; provided however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing of notice of termination, the owner may take over the work and prosecute the same to completion by contract or by force account for the amount and at the expense of the contractor, and the contractor and his surety shall be liable to the owner for any excess cost occasioned by the owner. In such event, the owner may take possession of and utilize in completing the work, any materials, appliances, and plant as may be on the site of the work and necessary, therefore.

**9. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:**

In order to protect the life and health of his employees under the contract, the contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Act commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

**10. CONTRACT AND CONTRACT DOCUMENTS:**

The plans, specifications and addenda form part of the contract, and the provisions thereof are as binding upon the contracting parties as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

**11. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

It is hereby understood and mutually agreed by and between the contractor and the owner that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are essential conditions of the contract and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the contractor and the owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the contractor neglects, fails or refuses to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the contractor agrees, as a part consideration for the awarding of this contract, to pay to the owner the amount specified in the contract, not as a penalty but as liquidated damages for breach of contract as hereinafter set forth, for each and every calendar day that the contractor shall be in default after the time stipulated in the contract for completing the work.

The liquidated damages amount is fixed and agreed upon by and between the contractor and the owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the owner would in such event sustain, and said amount is agreed to be the amount of damages which the owner would sustain and said amount shall be retained from time to time by the owner from current periodical estimates.

Given the restricted planting seasons for deciduous plants, planting is excluded from the time of completion and liquidated damages.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any of the work, the new time limit fixed by such extension shall be of the essence of this contract, provided that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractor's reasons for the time extension are acceptable to the owner, provided further that the contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due:

- A. to any preference, priority or allocation order duly issued by the government;
- B. to unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and/or
- C. to any delays of subcontractors or suppliers occasioned by any of the causes specified in the preceding two paragraphs, provided further that the contractor shall, within ten (10) days from the

beginning of such delay, unless the owner shall grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.

**12. PROJECT MANAGER'S AUTHORITY:**

The project manager shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The project manager shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to the work. The project manager's estimates and decisions shall be final and conclusive, except as otherwise provided. In case any question shall arise between the parties hereto relative to the contract or specifications, the determination or decision of the project manager shall be a condition precedent to the right of the contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The project manager shall decide the meaning and intent of any portion of the specifications and of any plan or drawing where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the contractor and any other contractors performing work for the owner shall be adjusted and determined by the project manager.

**13. SURVEYS, PERMITS AND REGULATIONS:**

Unless otherwise expressly provided for in this contract, the owner will furnish to the contractor all surveys necessary for the execution of the work. The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his contract. The contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities. The Town of Killingly Inland Wetlands and Watercourses Commission Authorized Agent Approval attached at the end of this section.

**14. LAND AND RIGHTS-OF-WAY:**

Prior to the start of construction, the owner shall obtain all land rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

**15. STORAGE:**

In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc. and (ii) all associated delivery and transportation services. In any event, the contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the Owner.

**16. NOTICE AND SERVICE THEREOF:**

Any notice from the owner to any contractor regarding any part of this contract shall be in writing and considered delivered and the service thereof completed when the notice is posted by certified or registered mail to the contractor at his last given address or delivered in person to the contractor or his authorized representative on the work site.

**17. SUSPENSION OF WORK**

Should the owner be prevented from proceeding with the work or from authorizing its prosecution by reason of any litigation, the contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the owner may determine will compensate for time lost by the delay. Determination will be sent in writing from the owner to the contractor.

**18. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

The contractor may be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract.

The additional drawings and instructions thus supplied to the contractor will coordinate with the contract documents. The contractor shall carry out the work in accordance with the additional detail drawings and instructions. The contractor and the project manager will prepare jointly (a) a schedule, fixing the dates at which specific detail drawings will be required, such drawings, if any, to be furnished by the project manager in accordance with said schedule and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacturer's testing, installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule is subject to change in accordance with actual work progress.

**19. SHOP OR SETTING DRAWINGS:**

The contractor shall submit to the project manager six copies of each shop or setting drawing prepared in accordance with the above, predetermined schedule at least 5 calendar days in advance of their proposed use in order to allow for their review by the Engineer, as well as for any necessary revision and approval of the drawing, without undue delay of the Project construction. After examination of such drawings by the project manager, and the return thereof, the contractor shall make such corrections to the drawings as have been indicated and shall furnish the project manager with six corrected copies. Regardless of corrections made in, or approval given to, such drawings by the project manager, the contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the project manager, in writing, of any deviations at the time he furnishes such drawings.

**20. MATERIALS, SERVICES AND FACILITIES:**

It is understood that, except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or legal holidays, shall be performed without additional expense to the owner.

**21. CONTRACTOR'S TITLE TO MATERIAL:**

No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used in the work, free from all liens, claims or encumbrances.

**22. INSPECTION AND TESTING OF MATERIALS:**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be retained by the owner.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability



for uses intended.

Any authorized agent of the Municipality shall be permitted to inspect the project in general or any of its phases.

**23. FORM 818**

Wherever in these Contract Documents reference is made to Form 818, it shall mean the latest revision of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction, Form 818, 2020 including all supplemental specifications. Particular paragraphs and articles cited herein are made a part of these Contract Documents.

All references to Commissioner, Department, Engineer, and State anywhere within Form 818 shall be reinterpreted to mean the Owner or a duly authorized agent of the Owner. Any question of ambiguity regarding definition shall be brought to the immediate attention of the Owner.

**24. "OR EQUAL" CLAUSE:**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers or vendors which will adequately perform the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the project manager, of equal substance and function. It shall not be installed by the contractor without the project manager's written approval.

**25. CONTRACTOR'S OBLIGATIONS:**

The contractor will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary to complete all the work required by this contract, within the time herein specified, in accordance with the provisions of the plans and specifications (including any and all supplemental plans and drawings), and in accordance with the direction of the project manager as given during the progress of the work. He shall furnish, erect, maintain and remove such construction plant(s) and such temporary works as may be required. The contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the project manager.

All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.

The Contractor certifies that he has familiarized himself with the requirements of the specifications and/or plans and understands the extent and character of the work to be done and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid. It is the contractor's responsibility to obtain the annual prevailing wage rate increases directly from the State Department of Labor website. The owner will not allow additional costs for Labor rate increase during the course of the project.

**26. SEPARATE CONTRACTS:**

The contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The contractor and his subcontractors shall keep informed of the progress and the detail work of other contractors and shall notify the project manager immediately of lack of progress or defective workmanship on the part of other

contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

**27. SUBCONTRACTING:**

The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The contractor shall not award any work to any subcontractor without the approval of the owner. Approval will not be given until the contractor submits to the owner a written statement including appropriate certifications concerning the proposed award to the subcontractor, which statement will contain such information as the owner may require.

The contractor shall be as fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed directly by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

The contractor shall insert these same general conditions in any subcontract he awards.

**28. MUTUAL RESPONSIBILITY OF CONTRACTORS:**

If through acts of neglect on the part of the contractor, any other contractor or subcontractor shall suffer loss or damage on work, the contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor shall assert any claim against the owner on account of any damage alleged to have been sustained, the owner shall notify the contractor, who shall indemnify and save harmless the owner against any such claim.

**29. SUPERINTENDENCE BY CONTRACTOR:**

At the site of the work, the contractor shall employ a construction superintendent or foreman who has full authority to act for the contractor. It is understood that the contractor's representative shall be acceptable to the architect/engineer and to the owner.

**30. CORRECTION OF WORK:**

All work, materials, processes of manufacture and methods of construction shall be subject to inspection by, and the acceptability of the project manager at all times. Should they fail to meet his approval, they shall be reconstructed, made good, replaced and/or corrected by the contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the project manager, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the contract

documents, the compensation paid to the contractor shall be reduced by an equitable amount established by the project manager.

**31. WEATHER CONDITIONS:**

In the event of temporary suspension of work, or during inclement weather, or whenever the project manager shall direct, the contractor will, and will cause his subcontractors to, carefully protect his and their work and materials against damage or injury from the weather. If, in the opinion of the project manager, any work or materials shall have been damaged or injured by reason of failure on the part of the contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the contractor.

**32. COLD WEATHER WORK:**

The Project Manager will determine when low temperature condition is unfavorable for work and may order the work, or any portion of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools, or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal.

**33. PROTECTION OF WORK AND PROPERTY - EMERGENCY:**

The contractor shall, at all times, protect the owner's property from injury or loss in connection with this contract. He shall, at all times, safely guard and protect his own work, and that of adjacent property, from damage. The contractor shall replace or make good any such damage, loss, or injury unless it was caused directly by errors contained in the contract or by the owner, or the owner's duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the contractor will be allowed to act, without previous instructions from the project manager immediately thereafter. Any claim for compensation by the contractor due to such extra work shall be promptly submitted to the project manager for approval.

Where the contractor has not taken action but has notified the project manager of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the project manager.

The amount of reimbursement paid to the contractor on account of any emergency action shall be determined by the project manager and owner based on their review of submitted documentation of actual costs incurred by the contractor.

**34. CONFLICTING CONDITIONS:**

Any provision in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these general conditions shall be void to the extent of such conflict or inconsistency.

**35. SUBSURFACE CONDITIONS FOUND DIFFERENT:**

Should the contractor encounter subsurface and/or latent conditions at the site which differ materially from those shown on the plans or indicated in the specifications, he shall immediately notify the project manager of the condition prior to its disturbance. The project manager will promptly investigate the condition and make the required changes in the plans and specifications. Any change to the contract cost will be determined in accordance with paragraph 38.

**36. CHANGES IN THE WORK:**

No change in the work covered by the approved contract documents shall be made without having written approval of the project manager. All changes (increasing or decreasing the contract amount) shall be determined by one or more, or a combination of the following methods;

- A. Unit bid prices previously established and approved,
- B. An agreed lump sum with back-up data, as required by the engineer.

**37. EXTRAS:**

Without invalidating the contract, the project manager may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly, and the consent of the surety will be obtained as required. All of the work of the kind bid upon shall be paid for at the prices stipulated in the proposal in accordance with Section 1.09.04 of the standard specifications, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the project manager and the cost therefore is stated in the order.

**38. ANTI-LOBBYING:**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence 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 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;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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, it will complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions; and
- C. It will require that the language of paragraph (n) 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.

**39. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES:**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the contractor shall deliver to the owner an estimated construction progress schedule in form satisfactory to the owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the contractor in accordance with the progress schedule. The contractor shall also furnish; A) a detailed estimate (Schedule of Values) giving a complete break-down of the contract price and B) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

**40. RECORD DRAWINGS:**

Concurrently with the progress of the Work, the Contractor shall keep on the site a set of "AS-Built" Record Drawings, consisting of a marked set of the Contract Drawings with additional sketches as required, denoting and dimensioning accurately and neatly all changes and conditions that are variation from the Contract Drawings.

All offsets, bends and changes in alignment and grade of underground utilities, which are not marked by a visible surface structure such as manholes, catch basins, etc., shall be recorded. These locations shall be located in reference to three (3) separate permanent surface reference points and recorded on the "As Built" Record Drawings.

An accurate record shall also be kept of all existing site and roadway items which are reworked or relocated under this Contract.

The "As-Built" drawings shall be available for examination at the site at all times. Upon completion of the Work, the Contractor shall deliver to the Town a reproducible set of the Record Drawings for Owner review. Upon review and acceptance by the Town of the reproducible set of the Record Drawings a final set shall be provided to the Owner, certified by a Connecticut licensed land surveyor. The Contractor shall also provide to the Owner an AutoCAD file of the record drawings using AutoCAD software Release 2000 or newer.

The Contractor's attention is directed to the fact that submission of a reproducible set of "As-Built" Record Drawings and AutoCAD file is a pre-requisite for final payment.

**41. QUANTITIES OF ESTIMATE:**

Wherever the quantities of work to be done and materials to be furnished on a unit basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. The owner reserves the right to increase or decrease the units as may be deemed reasonably necessary or desirable to complete the work in this contract. Any such increase/decrease shall in no way invalidate this contract, nor shall any such increase/decrease give cause for claims or liability for damages.

**42. PAYMENT TO THE CONTRACTOR:**

The owner shall make monthly progress payments to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding work period under the contract. To ensure

proper performance under the contract, the owner shall retain 5% of the amount of each estimate until final completion and acceptance of all work covered by the contract. At which time 2.5% will be held as retainage for a one-year warranty period beginning on the date of final acceptance. At the end of the one-year warranty period the 2.5% retainage will be returned to the contractor.

All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor from his responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require fulfillment of all the terms of the contract.

The contractor agrees that he will indemnify and hold the owner and its agents all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of nature hereinabove designated have been paid, discharged or waived. If the contractor fails to do so, then the owner may, after having served written notice on the contractor, either pay unpaid bills of which the owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor or his surety.

In paying any unpaid bills of the contractor, the owner shall be deemed the agent of the contractor, and any payment so made by the owner shall be considered as a payment made under the contract by the owner to the contractor, and the owner shall not be liable to the contractor for any such payment made in good faith.

**43. ASSIGNMENTS:**

The contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the express, written consent of the owner. In case the contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

**44. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:**

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the contractor or his subcontractors or his surety from any obligation under this contract or the bonds affixed thereto.

**45. GENERAL GUARANTY:**

Neither the final payment nor partial or entire occupancy of the premises constitute an acceptance of any work not done in accordance with the contract documents; nor does either condition relieve the contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

**46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY THE OWNER:**

The contractor agrees to the use and occupancy of a portion of the project by the owner before formal acceptance, provided the owner:

- A. secures written consent of the contractor except in the event the contractor is chargeable with unwarranted delay in completing the contract requirements. Final determination will be in the opinion of the project manager.
- B. secures consent of the surety.
- C. secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction.
- D. secures permanent fire and extended coverage insurance, including a permit from the insurance carrier to complete construction when the project consists of more than one building, and one of the buildings is occupied.

**47. USE OF PREMISES AND REMOVAL OF DEBRIS:**

The contractor expressly undertakes at his own expense:

- A. To take every precaution against injuries to persons or damage to property.
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
- C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- D. To clean up all refuse, rubbish, scrap materials, and debris caused by his operations on a daily basis so that the site of the work shall present a neat, orderly and workmanlike appearance at all times.
- E. To remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat and orderly condition before final payment.
- F. To affect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the project manager, not to cut or otherwise alter the work of any other contractor.

**48. MAINTANENCE OF CONSTRUCTION AREA:**

The Construction Area will be maintained by the contractor throughout the duration of the project and will include all maintenance responsibilities including snow removal.

**49. INDEMNIFICATION:**

The contractor and all of his subcontractors agree to defend, indemnify and hold harmless the Municipality, its Departments, agents and employees, and the State of Connecticut from any and all claims, liabilities, obligations and causes of action of whatsoever kind and nature for injury to, or death, including contractor employees, of any person and for damages to or destruction of property, or loss of use, including property of the Municipality and/or State of Connecticut, resulting in connection with work services or activities under this agreement regardless of cause except that the contractor shall not be required to assume responsibility or indemnify the Municipality and/or State of Connecticut of such injuries, damages or claims deemed by law to be due to the sole negligence of the Municipality and/or State of Connecticut, its employees or agents.

**50. INSURANCE REQUIREMENTS:**

The contractor shall procure and maintain in effect for the duration of this agreement, the following insurance coverages with insurers licensed or approved to conduct business in the State of Connecticut. All insurers must be satisfactory to the Municipality.

The selected Contractor must, prior to contract signing, supply the Municipality and the Owner with the original certificates of insurance for commercial general liability, automobile liability, railroad protective liability, and workers compensation insurance as outlined below. The Contractor shall indemnify and save harmless the Owner and the Municipality under these policies, Town of Killingly, its agents and the Owner and State of Connecticut as additional insured. Insurance shall meet the requirements of Article 1.03.07 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818, dated 2020 or the requirements below, whichever is greater.

**A. COMMERCIAL GENERAL LIABILITY**

The Contracting Engineer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Three Million Dollars (\$3,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

**B. AUTOMOBILE LIABILITY**

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Three Million Dollars (\$3,000,000).

**C. RAILROAD PROTECTIVE LIABILITY**

When the Agreement requires work on, over or under the right of way of any railroad company, the Contracting Engineer shall provide, with respect to the operations that it or its subcontractors perform under the Agreement, Railroad Protective Liability Insurance for and on behalf of the railroad company as named



insured, and the Municipality named as additional insured, providing for coverage limits of (1) not less than Three Million Dollars (\$3,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to that limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such insurance is required, the Contracting Engineer shall obtain and submit the minimum coverage indicated above to the Municipality prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.

#### D. WORKERS' COMPENSATION

With respect to all operations the Contracting Engineer performs and all those performed for the Contracting Engineer by subcontractors, the Contracting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

Cancellation Notice - Insurers must give no less than 30 days written notice in the event of either cancellation or non-renewal to the Municipality. Notice is to be to the attention of Town of Killingly.

All policies are to be evidenced by Certificates of Insurance properly authorized by the insurer or their representative and must reflect all coverages. Certificates must be delivered to the Town prior to any work or activity under this agreement.

**Section IV**  
**SUPPLEMENTAL GENERAL CONDITIONS**

**1. APPRENTICES AND TRAINEES:**

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor; or, if no such Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire workforce under the registered program. Any employees listed on a payroll at an apprentice wage rate, who is not a trainee as defined in paragraph 2(G), or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performs. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed in accordance with a program approved by the U.S. Department of Labor, Manpower Administration Bureau of Apprenticeship and Training, and where the subparagraph below is applicable, in accordance with the provisions of Part 5a, Subtitle A, Title 29, Code of Federal Regulations (CFR).

On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees shall also be subject to the provisions of Part 5a, Subtitle A, Title 29, CFR. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a.

**2. MINIMUM WAGES:**

All mechanics and laborers 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 the development of this 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 permitted by regulations issued by the Secretary of Labor under the Copeland Act (29CFR Part 3), the full amounts due at the time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor contained herein, regardless of any contractual relationship which may be alleged to exist between the contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. The posted wage determination shall contain a statement showing all deductions in accordance with the provisions of this contract, to be made from wages actually earned by persons employed in each classification. For the purpose of this clause, contributions made, or costs reasonably anticipated 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 29 CFR 5.5 (a)(1)(iv).

The transporting of materials and supplies to or from the work site, and the manufacturing or furnishing of materials, articles, supplies, or equipment on or to the site by employees of the contractor or any subcontractor, is work to which these Federal Labor Standards Provisions apply.

Also, for the purpose of this clause, regular contributions made, or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination, and which is to be employed under this contract, shall be classified or reclassified conforming to the wage determination classification and a report of the action taken shall be sent by the local administering agency to the Secretary of Labor. In the event the interested parties cannot agree on the classification or reclassification of a particular class of laborers or mechanics (including apprentices and trainees) to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

The owner shall require that whenever the minimum wage rate prescribed in the contract for a particular class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay the cash equivalent of such fringe benefit, an hourly cash equivalent thereto will be established. In the event the interested parties cannot agree upon a cash equivalent for that fringe benefit, the question and accompanying recommendation of the owner shall be referred to the Secretary of Labor for determination.

If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract; provided however, that the Secretary of Labor has found, upon 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.

The contractor agrees to comply with Executive Order 11588 issued March 29, 1971, and any other Executive Order, statute, or regulation regarding the stabilization of wages and prices in the construction industry.

A. Complaints, Proceedings, or Testimony by Employees:

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or, in any other manner, discriminated against by the contractor or any subcontractor because the employee has filed a complaint or instituted (or caused to be instituted) any proceeding or who has testified (or is about to testify) in any proceeding under or relating to the applicable labor standards of this contract with his employer.

B. Claims and Disputes Pertaining to Wage Rates:

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this contract shall be promptly reported by the contractor in writing to the Town of Killingly.

C. Questions concerning certain Federal statutes and regulations:

All questions arising under this contract which relate to the application or interpretation of any of the five following requirements shall be directed to the Town of Killingly.

1. Anti-kickback Act,
2. Contract work hours and Safety Standards Act,

3. Davis-Bacon Act,
4. Secretary of Labor's regulations pertaining to 1, 2 and 3 above,
5. The labor standards provisions of any other pertinent Federal statute.

**3. OVERTIME REQUIREMENTS:**

No contractor or subcontractor shall require or permit any laborer or mechanic to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of eight hours/day or in excess of forty hours/week, as the case may be.

In the event of any violation of the above, the contractor and any subcontractor responsible therefore, shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Liquidated damages shall be computed at \$10.00 per calendar day for each laborer or mechanic required or permitted to work in excess of eight hours or in excess of the standard week of forty hours without payment of the overtime wages required.

The Municipality may withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor, any sums necessary to satisfy any liabilities of the contractor or subcontractor for unpaid wages and liquidated damages.

The contractor shall insert the foregoing stipulation in all subcontracts. Furthermore, subcontractors are to include these same requirements in any lower-tier subcontracts into which they may enter.

**4. EQUAL EMPLOYMENT OPPORTUNITY:**

- A. 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, mental retardation 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 their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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;
- B. 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.
- C. The contractor agrees to provide each labor union or representative of workers with 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 contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- D. The contractor agrees to comply with each provision of Conn. Gen. Stat. §§ 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e.
- E. 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. If the contract is a public work contract, the contractor agrees and warrants that he will make good faith efforts to employ minority and women business enterprises as subcontractors and suppliers of materials on such public works project.

**Pursuant to the provisions of Conn. Stat. Sect. 4a-60a.**

- A. 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 sexual orientations, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- B. 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 on Human Rights and Opportunities advising the labor union or workers= representative of the contractors commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- C. The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said Commission pursuant to section 46a-56, 46a-68e and 46a-68f of the general statutes.
- D. 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 of the general statutes.

**Executive Order 11246.30 Federal Regulations 12319 (1965) Equal Opportunity Clause.**

ADuring the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, and to make available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers= representatives of the contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of (Federal) Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the (United States) Secretary of Labor.
- E. The contractor will furnish all information and reports required by (Federal) Executive Order 11246 of September 24, 1965, and by the rules and regulations, and orders of the (United States) Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by HUD, by the State Department of Housing and by the (United States) Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractors noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further (United States) Government contracts or federally assisted construction contracts procedures authorized in (Federal) Executive Order 11246 of September 24, 1965, or order of the (United States) Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the (United States) Secretary of Labor issued pursuant to Section 204 of (Federal) Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as HUD (or the Commissioner of the Connecticut Department of Economic and Community Development) shall direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD (or the Commissioner of the Connecticut Department of Economic and Community Development), the contractor may request the United States to enter into such litigation to protect the interest of the United States=

**Exemptions from above Equal Employment Opportunity Clause (4)(CFR Chap. 60):**

- A. Contracts and subcontracts of \$10,000 or less (other than Government bills of lading) are exempt. The amount of the contract rather than the amount of the Federal financial assistance shall govern in determining the applicability of this exemption.
- B. Except in the case of subcontracts for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.
- C. Contracts and subcontracts of \$100,000 or less for standard commercial supplies or raw materials are exempt.

The contractor shall not be nor entering into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out sanctions and penalties for violation of these specifications and the Equal Employment Clause, including suspension, termination and cancellation of existing subcontracts, as imposed or ordered by the Office of Federal Contract Compliance in accordance with Executive Order 11246. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in the sub-paragraphs above, so as to achieve maximum results from its employees to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

The contractor shall designate a responsible official to monitor all employment-related activity in order to ensure that the company EEO policy is being carried out. The designated official must keep records and submit reports relating to the provisions hereof as required by the Municipality. Records shall include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Executive Order Number 3.**

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

**Executive Order Number 17.**

This contract is subject to the provision of Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated, or suspended by the Commissioner of Department of Economic and Community Development or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Commissioner of Department of Economic and Community Development and the State Labor Commissioner shall have joint and continuing jurisdiction in respect to listing all employment openings with the Connecticut State Employment Service.

**Certification of Nonsegregated Facilities** as required by 41CFR 60-1.8, must be submitted prior to the award of federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause.

Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Clause shall be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Clause:

- A. A certification of non-segregated facilities as required by the 32CFR 7439, May 19, 1967, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity Clause.
- B. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause shall be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Employment Opportunity Clause.

#### **5. COPELAND "ANTI-KICKBACK" PROVISIONS:**

The provisions of this section prescribe "Anti-Kickback" regulations under Section 2 of the Act of June 13, 1964, as amended (40 U.S.C. 276c), popularly known as the Copeland Act.

Each contractor or subcontractor shall furnish each week a Statement of Compliance, Form ED-162, to accompany the weekly submission of payroll forms.

Anyone making and/or using a fraudulent document or statement of entry, in any matter within the jurisdiction of any department or agency of the United States, is subject to being fined up to \$10,000 or imprisoned for up to five years, or both (refer to 18 USC 1001-72Stat.967).

The provisions of this section shall not apply to any contract of \$2,000 or less.

Upon a written finding by the head of a Federal Agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Deductions made under the circumstances or in the situations described in the paragraphs below may be made without application to and approval of the Secretary of Labor.

- A. Any deduction made in compliance with the requirements of Federal, State, or local law such as Federal or State withholding income taxes and Federal Social Security taxes.
- B. Any deductions of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the employee in such a manner as to give the employee complete freedom of disposition of the advanced funds.



- C. Any deduction of amounts required by court process to be paid to another unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
  - D. Any deduction constituting a contribution on behalf of the employee to funds established by the employer or representative of the employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents; provided, however, that the following standards are met:
    - 1. The deduction is not otherwise prohibited by law.
    - 2. It is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment or provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
    - 3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise.
    - 4. The deductions shall serve the convenience and interest of the employee.
  - E. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
  - F. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
  - G. Any deductions voluntarily authorized by the employee for making contributions to Community Chests, United Givers Funds and similar charitable organizations.
  - H. Any deductions voluntarily authorized by the employee for making contributions to governmental or quasi-governmental agencies.
  - I. Any deductions to pay regular union initiation fees and membership dues (not including fines or special assessments) as long as a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provided for such deductions and the deductions are not otherwise prohibited by law.
  - J. Any deductions not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under S516.25(a) of this title shall be kept.
6. By execution of this agreement, the municipality hereby certifies that for all subgrants, contacts and subcontracts:

- A. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, A Disclosure Form to Report Lobbying, in accordance with its instructions.
- C. The Municipality 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 subrecipients shall certify and disclose accordingly.

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

**Section IV**  
**MISC. FORMS AND CONTRACT AGREEMENT**

**TABLE OF CONTENTS**

**To be completed by:**

**CONTRACTOR**

- 1) Non-Collusion Affidavit of Prime Bidder
- 2) Certification of Bidder Regarding Equal Employment Opportunity
- 3) Contractors Certification Concerning Labor Standards and Prevailing Wage Requirements
- 4) Proposed Subcontractors Breakdown
- 5) Estimated Project Workforce Breakdown - Table B
- 6) Certificate as to Corporate Principal
- 7) Form of Surety Guaranty
- 8) Performance Bond Form
- 9) Payment Bond Form
- 10) Acknowledgement of Surety Company
- 11) Agreement Form

**SUBCONTRACTOR**

- 1) Non-Collusion Affidavit of Subcontractor
- 2) Certification of Proposed Subcontractor Regarding Equal Employment Opportunity
- 3) Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )

)

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder who has submitted the attached Bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Owner), or any other person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
( Signature )

\_\_\_\_\_  
( Date )

Subscribed and sworn to before me

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

\_\_\_\_\_  
Title

My commission expires: \_\_\_\_\_

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

PROJECT NUMBER:

## GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

### CERTIFICATION OF BIDDER

Bidder's Name: \_\_\_\_\_

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

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

1. Participation in a previous contract or subcontract:
  - A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause  
 Yes       No
  - B. Compliance reports were required to be filed in connection with such contract or subcontract  
 Yes       No
  - C. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964  
 Yes       No
  - D. If answer to item C is A No, please explain in detail on the reverse side of this certification.
2. Dollar amount of bid: \$ \_\_\_\_\_
3. Anticipated performance period \_\_\_\_\_ days.
4. Expected total number of employees who will perform the proposed construction \_\_\_\_\_.
5. Non-segregated facilities
  - A. Notice to Prospective Federally-Assisted Construction Contractors:
    - I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the recipient prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
    - II. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:
  - B. Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities:

- I. A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

C. Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term A segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- |                                     |   |  |  |
|-------------------------------------|---|--|--|
| <input type="checkbox"/> Black      | <input type="checkbox"/> Spanish American | <input type="checkbox"/> Oriental                            | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Eskimo     | <input type="checkbox"/> Aleut            | <input type="checkbox"/> White (other than Spanish American) |  |
| <input type="checkbox"/> Portuguese |   |  |  |

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Certification:** The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
 Bidder=s Name and Title of signer (please print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Note:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CONTRACTORS CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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To (Department, Agency, or Bureau)

Date

c/o

Project Number

Project Name

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1. The undersigned, having executed a contract with \_\_\_\_\_ for the Construction of the above-identified project, acknowledges that:
  - a) The Labor Standards provisions are included in the aforesaid contract:
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

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2. He certifies that:
  - a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis- Bacon Act, as amended (40 U.S.C. 276a-2(a)).
  - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor of such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

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4. He certifies that:
  - a) The legal name and business address of the undersigned are:

b) The undersigned is:

- (1) \_\_\_\_\_ A Single Proprietorship  
\_\_\_\_\_ A Partnership  
\_\_\_\_\_ A Corporation Organized in the State of \_\_\_\_\_  
\_\_\_\_\_ Other Organization (describe) \_\_\_\_\_

c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME    TITLE                      ADDRESS

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d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME                              TITLE                              NATURE OF INTEREST

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e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME                              TITLE                              NATURE OF INTEREST

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Social Security No. Or  
Federal Employer I.D. No.

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(Contractor)

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Date:

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BY

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**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: AWhoever, .....makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both.≡





**ESTIMATED PROJECT WORKFORCE BREAKDOWN - TABLE B**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAX. NO. TRAINEES				
OTHERS				

\* Lower Income Project Area Residents. Individuals residing within the \_\_\_\_\_ whose family income does not exceed 80% of the median income in the SMSA \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Principal in the within bond, that \_\_\_\_\_ who signed the said bond on my behalf of the Principal was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_(Corporate Seal)

Title:

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the Power-of-Attorney of the Surety Company's Attorney-in-Fact, authorized to act within the State of Connecticut.)

**FORM OF SURETY GUARANTY**

(To Accompany Proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned Corporation, and for other valuable consideration, the

(Name of Surety Company)

a Corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Connecticut, certified and agrees, that if Contract \_\_\_\_\_ Project Number is awarded to \_\_\_\_\_, the undersigned \_\_\_\_\_  
\_\_\_\_\_(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract Price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the Town of Killingly as Obligee, hereinafter called Obligee, in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for which contract with all its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of the time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Contractor to the other shall not in any way release the Contractor and the Surety, or either of any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Whenever Contractor shall be, and declared by Obligee to be in default under the Contract, at the Obligee's election, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, by another contractor acceptable to the Obligee said other Contractor to act as an agent of the Surety, or
2. Obtain a bid or bids for submission for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee and Surety of the lowest responsible bidder, arrange for a contract between such a bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Contractor under the Contract and any amendments thereto, less the amount properly paid by Obligee to Contractor.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal of Contractor)                      (Seal)

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

\_\_\_\_\_  
(Surety)    (Seal)

By: \_\_\_\_\_

**PAYMENT BOND (LABOR AND MATERIAL BOND)**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, of The Town of Killingly of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal (hereinafter called the Principal) and (a surety company authorized to transact business in the State of Connecticut) as Surety (hereinafter called the Surety) are held and firmly bound unto the Town of Killingly (hereinafter called the Obligee) in the full penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, to be paid to said Obligee which payment will and truly be made and done, the said Principal binds himself, his heirs, executors, and administrators (or itself, its successors and assigns and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain written contract with said Obligee, dated \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022, which written contract provides for \_\_\_\_\_, which contract, with all of its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, whether or not the material or labor, enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Obligee of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said contract, and who is not paid therefore; may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum or sums as may be justly due.

This bond is furnished pursuant to Section 49-41 of the General Statutes of Connecticut, Revision of 1958.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022

IN THE PRESENCE OF: \_\_\_\_\_  
(Principal of Contractor) (Seal)

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

\_\_\_\_\_  
(Surety) (Seal)

By: \_\_\_\_\_  
Attorney-in-Fact

Attest:

**ACKNOWLEDGMENT OF SURETY COMPANY**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Town of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally came to me known to be the person named in the above instrument and who after being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, that he is the of the corporation described in which is executed the above instrument; that he knows the seal of said corporation that the seal affixed to said instrument is such corporate seal, that it was so affixed pursuant to a resolution of the Board of Directors of said corporation, and that he signed his name by like order.

(Notary Public)

MY COMMISSION EXPIRES:

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the power-of-attorney of the surety company's attorney-in-fact, authorized to act within the State of Connecticut).

The foregoing bond and sureties are hereby approved.

Dated: \_\_\_\_\_, 2022.

Town Manager  
Town of Killingly

Town Clerk  
Town of Killingly

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between \_\_\_\_\_ hereinafter called the “Contractor”, and The Town of Killingly hereinafter called the “Owner”.

WITNESSETH, that the Contractor and The Town of Killingly for \_\_\_\_\_ (\$ \_\_\_\_\_) and considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for “Reconstruction of Valley Road Bridge over Mashentuck Brook, Reconstruction of Valley Road Bridge over Whetstone Brook and Reconstruction of Bear Hill Road over Unnamed Brook” in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Killingly.

ARTICLE 2. The Contract Price. and The Town of Killingly will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED. The WORK to be done under this Contract shall be fully completed within **Four Hundred and Twenty (420)** consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages, the sum of one thousand dollars (**\$1,500.00**) for each consecutive calendar day thereafter, unless the period for completion is extended by the Town of Killingly.

ARTICLE 4. Contract. The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid Form
- f. Bid Bond
- g. Certificate as to Corporate Principal
- h. Form of Surety Guaranty
- i. Statement of Bidder’s Qualifications
- j. Performance Bond and Payment Bond Forms
- k. Acknowledgement of Surety Company
- l. Non-Collusive Affidavit of Prime Bidder
- m. Equal Employment Opportunity
- n. Nondiscrimination, Service of Process, Listing All Employment Openings with the Office of the Connecticut State Employment Service
- o. Schedule of Prevailing wages and Certificate Forms
- p. General Conditions, Supplemental General Conditions, and Special Conditions
- q. Special Provisions: Specific Amendments to Form 818



- r. CDOT FORM 818, 2020
- s. Drawings
- t. Notice of Award

THIS AGREEMENT, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_

By:

\_\_\_\_\_  
(Name)

\_\_\_\_\_

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

Attest:

The Town of Killingly

By:

\_\_\_\_\_  
Mary Calorio, Town Manager  
Town of Killingly

By:

\_\_\_\_\_  
Elizabeth Wilson, Town Clerk  
Town of Killingly

Certification of Corporate Contractor

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporation)

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the Subcontractor;
2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the project in \_\_\_\_\_.
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal:
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Owner), or any other person interested in the proposed Contract; and
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
( Signature )

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

**Subscribed and sworn to before me**  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

**My commission expires:** \_\_\_\_\_

# CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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Name of Prime Contractor

Project Number

## GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

## SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: \_\_\_\_\_

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

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

1. Participation in a previous contract or subcontract:

A. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause  
 Yes       No

B. Compliance reports were required to be filed in connection with such contract or subcontract  
 Yes       No

C. Subcontractor has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964       Yes       No

D. If answer to item C is ANo, please explain in detail on the reverse side of this certification.

2. Dollar amount of bid: \$ \_\_\_\_\_

3. Anticipated performance period \_\_\_\_\_ days.

4. Expected total number of employees who will perform the proposed subcontract \_\_\_\_\_.

5. Non-segregated facilities

A. Notice to Prospective Subcontractors or Requirement for Certification of Non-segregated Facilities:

I. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to the contractor prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

II. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

B. Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term A segregated facilities≅ means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The contractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder. Enter race or ethnic group in the appropriate box:

- |                                     |   |  |  |
|-------------------------------------|---|--|--|
| <input type="checkbox"/> Black      | <input type="checkbox"/> Spanish American | <input type="checkbox"/> Oriental                            | <input type="checkbox"/> American Indian |
| <input type="checkbox"/> Eskimo     | <input type="checkbox"/> Aleut            | <input type="checkbox"/> White (other than Spanish American) |  |
| <input type="checkbox"/> Portuguese |   |  |  |

7. The construction subcontractor certifies that he is not affiliated in any manor with the Grantee/Borrower of the federally-assisted construction

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certification:** The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Subcontractor's Name and Title of signer (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Note:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Department, Agency, or Bureau)	Date
c/o	Project Number
	Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_  
for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

in the construction of the above-identified project, certifies that:

- a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract,
- b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 USC 276a-2(a)),
- c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

- 
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractors Certification Concerning Labor Standards and Prevailing Wager Requirements, executed by the lower tier subcontractor, in duplicate.

The workmen will report for duty on or about \_\_\_\_\_  
(date)

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3. He certifies that:

- a) The legal name and the business address of the undersigned are:

- b) The undersigned is:

- (1) \_\_\_\_\_ A Single Proprietorship
- \_\_\_\_\_ A Partnership
- \_\_\_\_\_ A Corporation Organized in the State of \_\_\_\_\_
- \_\_\_\_\_ Other Organization (describe) \_\_\_\_\_

c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	NATURE OF INTEREST

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Social Security No. or  
Federal Employer I.D. No. \_\_\_\_\_  
\_\_\_\_\_

(Contractor)

Date: \_\_\_\_\_  
\_\_\_\_\_

BY

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: Whoever, makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both.

**Section VI**  
**State Prevailing Wage Rates & Davis-Bacon Wage Rates**

**Section VII**  
**Notice to Contractor and Technical Specifications**