BID DOCUMENTS

FOR

ADA CONCRETE RAMP AND STAIRWAY REPLACEMENT

AT

JOHN C. MEAD ELEMENTARY SCHOOL
75 FORD STREET
ANSONIA

FOR

ANSONIA PUBLIC SCHOOLS
DR. JOSEPH DiBACCO SUPERINTENDENT

DONALD W. SMITH, JR., P.E.
56 GREENWOOD CIRCLE
SEYMOUR, CT 06483
(203) 888-4904

Bid Document Date: March 26, 2021
TABLE OF CONTENTS

INVITATION FOR COMPETITIVE BIDS ............................................................. 1
INSTRUCTIONS TO OFFERORS ................................................................. 2
BID FORM............................................................................................................ 6
NON-COLLUSIVE AFFIDAVIT............................................................................. 8
STATEMENT OF BIDDERS QUALIFICATIONS.................................................. 9
CONTRACT FORM............................................................................................ 11
CHRO CONTRACT COMPLAINECE REQUIREMENTS ................................. 13
GENERAL CONDITIONS................................................................................... 18
SPECIAL CONDITIONS TO THE CONTRACT.................................................... 26

TECHNICAL SPECIFICATIONS

SEE DRAWINGS

CONTRACT DRAWINGS

<table>
<thead>
<tr>
<th>SHEET</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of 2</td>
<td>PLANS &amp; DETAILS</td>
</tr>
<tr>
<td>2 of 2</td>
<td>SPECIFICATIONS</td>
</tr>
</tbody>
</table>
INVITATION FOR COMPETITIVE BIDS

1. Sealed Bids are to be submitted to the ANSONIA PUBLIC SCHOOLS on or before, APRIL 27, 2021 at 3:00 PM and delivered to, CENTRAL OFFICE 42 GROVE STREET, ANSONIA, Connecticut, 06401.

2. Bids will be received for furnishing all labor, materials, tools, and equipment necessary for the ADA CONCRETE RAMP AND STAIR REPLACEMENT AT MEAD SCHOOL 75 FORD STREET ANSONIA.

3. Bids shall be complete and submitted in TRIPLICATE, one of which shall be the original.

4. Copies of the Contract Documents are available at no cost at www.ansonia.org or www.cityofansonia.com. Addendum if any will be posted on these websites. It is the bidders responsibility to check the websites to see if an addendum(s) has been posted.

6. Prospective bidders should register the firm name and contact person with bevans@ansonia.org.

7. The Owner reserves the right to reject any or all Bids or to waive any informality in the bids as the Owner deems to be in its best interest. All submitted Bid documents must be completely filled in.

8. This Bid offer shall be acceptable for up to ninety (90) days from the Bid due date and until the next work day immediately following said period, if such period ends on a weekend or State holiday, without the consent of the above-mentioned Owner.

9. The owner will conduct a mandatory pre-bid meeting of the project site on APRIL 13, 2021 at 10:00 AM. All parties will meet at the project site. All prospective Offerors must attend.

10. Completion Schedule: It is anticipated that the Contract will be awarded on or about May 13, 2021 with a Notice to Proceed to be issued as soon as contracts are signed, approximately June 1, 2021. No work may be performed while school is in session. The last day of school is June 15, 2021. All work shall be completed by August 1, 2021.

11. Ansonia Public Schools reserves the right to accept or reject any or all proposals, to reduce the scope of the project to reflect available funding, and to waive any informalities in the bidding, if such actions are in their best interest.

The Owner is an Equal Opportunity Employer Minority/Women-Owned Businesses are encouraged to apply.

ANSONIA PUBLIC SCHOOLS
42 GROVE STREET
ANSONIA, CT 06401
INSTRUCTIONS TO OFFERORS

1. Bid Submissions

A. All Bids shall be submitted on the separate Bid form within the documents and shall be subject to all requirements of the Bid Documents. Erasures or other changes must be explained or initialed by the Offeror.

B. **All Offerors must submit three (3) sets of completely executed Bid forms and documents to the Owner.**

C. Bids submitted shall be delivered to said Owner and shall be enclosed in outer and inner envelopes, both of which shall be sealed and clearly labeled with the following:
   
   1. Seal Bid
   2. Owner’s Name
   3. Project Name
   4. Offeror’s Name & Address

D. The Owner may consider as informal any Contractor's Bid which contains an alteration or a departure from the Bid form hereto attached.

E. The Contract will be based upon completion of the work according to the Bid Documents, together with all addenda thereto issued.

2. Receiving and Modification of Bids

A. Bids received prior to the time established herein for the receipt and opening of same, will be securely kept, unopened. The officer whose duty it is to receive and open all Bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a Bid not properly addressed and identified.

B. Faxed Bid documents will not be considered. A modification by faxed of a Bid already submitted to the Owner, will be considered only if, prior to the time Bids are due, such faxed modification is received and a written confirmation of it, signed by the Offeror, is deposited in the United States Mail prior to the time Bids are due.

C. Offerors are cautioned to allow ample time for transmittal of Bids by mail or otherwise.

3. Withdrawal of Bids Before Date of Bid Opening

A Bid may be withdrawn on written or faxed request, dispatched in time for delivery in the normal course of business, prior to the time Bids are due.
4. **Interpretations or Correction of Bid Documents**

A. No oral interpretations will be made to any Offeror as to the meaning of the Bid Documents. Every request for such an interpretation shall be made in writing by a Offeror and forwarded to the following by E-mail or Fax,

DONALD W. SMITH, JR., P.E.  
56 GREENWOOD CIRCLE SEYMOUR, CT 06483  
Fax # (203) 881-3434 email dwsjrpe@sbcglobal.net

B. No inquiry, received within up to five (5) business days of the date Bids are due will be given consideration.

C. Any interpretation, correction or change of the Bid Documents will be made in the form of an Addendum to the Documents. Said addendum will be sent as promptly as is practicable to all Offerors to whom the Bid Documents have been issued. All such addenda shall become a part of the Contract Documents. If an addendum is required it will be issued no later than forty-eight (48) hours prior to the date & time Bids are due.

5. **Withdrawal of Bid**

Bids shall be acceptable for a period of up to ninety (90) days from the date Bids are due and may be accepted by the Owner at any time within such period or thereafter unless withdrawn or revoked by the undersigned after the expiration of said period of up to ninety (90) days.

6. **Prevailing Wages**

State prevailing wage rates are not required under this funding source.

7. **Non Collusive-Agreements**

All Offerors shall submit with their Bid a Non-Collusive Affidavit form provided within the Bid documents stating that the Offeror has not colluded with any other person in regard to any Bid submitted.

8. **Representation and Qualification of Offeror**

As an inducement to the acceptance of this Bid, the undersigned represents that the undersigned has the organization, adequate equipment and proper facilities to perform the services and work agreed to be performed hereunder: that the undersigned is duly authorized by law to perform such services and work.
9. Liquidated Damages

A. Liquidated damages for each additional day beyond the time agreed for completion of the contract will be assessed against the contractor.

B. The contractor and his sureties shall be liable for and shall pay to the Owner the sum of \textit{FIVE HUNDRED DOLLARS} ($500.00) per day until satisfactory completion of the contract work.

10. Non-Discrimination

No employee or applicant for employment, qualified by training and experience for work to be performed under this contract, shall be discriminated against in such employment by reason of race, creed, color, national origin or political affiliations. The undersigned shall include the foregoing provision in all subcontracts for any part of the work to be performed hereunder.

11. Workers’ Compensation and Employers Liability Insurance

The Offeror shall carry Workers’ Compensation Insurance for all employees who will be engaged in work at the site of the project. If any part of the Offeror's contract is sub-let, the Offeror shall require his subcontractor(s) to maintain this insurance for all of the subcontractor's employees.

12. Insurance Coverage Requirements

The Contractor must carry the insurance coverages as indicated in the following schedule:

A. Workers' Compensation and Employers Liability Insurance:
   1. bodily injury by accident $500,000-each accident
   2. bodily injury by disease $500,000-each employee
   3. bodily injury by disease $500,000-policy limit

B. Comprehensive General Liability with Non-owned and Hired Auto Endorsement and Broad Form CGL Endorsement and Owners and Offeror’s protective - coverage amount $1,000,000 CSL. If any digging is involved, the Offeror must carry XCU (underground explosion endorsement).

C. Commercial Auto Liability Coverage (owned vehicle) - coverage amount $1,000,000 CSL.

D. Umbrella $1,000,000

E. \textbf{The Owner must be listed as additional insured on all required insurance coverages.} In the required Certificate of Insurance under the “Description of Operations” area, the additional insured box must be checked off. The
“Description of Operations” space must contain the name of the project and title of work. The certificate holder shall be the Owner. If the above-described policies are modified, not renewed or cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holders.

13. Qualification of Offeror

The Offeror must prove, to the satisfaction of the Owner, that he has the organization and equipment to faithfully perform the work under the terms of the Contract Documents. Further, the Owner reserves the right to request additional information that it deems to be in its best interest after receipt of Bids.

14. Acceptance of Bid

This Bid, when accepted by the Owner and when a notice of such acceptance is mailed to the undersigned, shall constitute a binding agreement between the undersigned and the Owner to enter into an agreement upon the foregoing terms and conditions. Such agreement shall not be assigned in whole or in part by the undersigned.

15. Award of Contract and Contractor Certification Requirements

A. The contract award shall be made to the responsible Offeror whose Bid is most advantageous to the Owner in accordance with the owners procurement requirements. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received when such rejection or such waiver is in the best interest of the Owner.

16. Completion Schedule

It is anticipated that the Contract will be awarded on or about May 13, 2021 with a Notice to Proceed to be issued as soon as contracts are signed, approximately June 1, 2021. No work may be performed while school is in session. The last day of school is June 15, 2021. All work shall be completed by August 1, 2021.
OFFEROR: _______________________________________________________________

Address: __________________________________________________________________

City/Town: _______________________ State: ____________ Zip Code: ___________

Phone #: __________________________ Fax #: ______________________________

Email:  ________________________________________________________________

1. The undersigned, having familiarized himself/herself with the conditions presented
   and carefully examined all Bid Documents that affect the cost of the work for:

   ADA CONCRETE RAMP AND STAIRWAY
   REPLACEMENT PROJECT

   AT

   JOHN C. MEAD ELEMENTARY SCHOOL

The undersigned hereby proposes to furnish all labor, materials, tools and
   equipment required for the above described work for ALL WORK, all in accordance
   with the Bid Documents, for the total price of:

   ___________________________________________ Dollars ($_______________

   Price in words                         Figures

2. The undersigned agrees that, if he/she is selected, he/she will, within three (3)
   business days, Saturday, Sunday and legal holidays excluded, after presentation by
   the Owner, execute a written agreement in accordance with the terms of these Bid
   Documents.

3. The undersigned agrees to commence the work on a date to be specified in the
   contract and agreed upon by these parties and to complete such work prior to
   August 1, 2021.

4. Attached hereto is a Non-Collusive Affidavit as proof that the undersigned has not
   entered into any collusion with any person in respect to this Bid, or any other Bid, or
   the submitting of Bids for the above Project.

5. The undersigned hereby acknowledges receipt of the following Addendum (a) to
   Bid Documents and that all associated costs thereto are included in the Total Bid
   Price.

   Addendum #: ________________ Dated: ________________

6. In submitting this Bid, it is understood that the owner reserves the right to reject any
   and all Bids. Further, it is agreed that this Bid shall be open to acceptance for a
   period of up to ninety (90) days from the Bid due date or until the next work day
   immediately following said period if such period ends on a weekend or a State
   holiday.
NON-COLLUSIVE AFFIDAVIT

STATE OF )
COUNTY OF ) SS.

____________________________________, being first duly sworn, deposes and says:

1. That he/she is ___________________________________________________, and;
   (Owner, Partner, Officer)
   representing ________________ _____________________________________.
   (Name of Firm)

2. That Such Bid is genuine and not a collusive or sham Bid, and;

Neither said Offeror nor any of its officers, partners, agents, representatives or parties-in-interest has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any Offeror, firm or person, to submit a collusive or sham Bid or to refrain from offering in connection with said contract and has not in any manner, directly or indirectly, sought by agreement of collusion, or communications or conference, with any other Offeror, firm or person to fix the Bid price or process of the attached Bid or any other Bid, or to fix any overhead, profit or cost element of said Bid price, or of that of any other Offeror or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the ANSONIA PUBLIC SCHOOLS or any person interested in the proposed contract; and that all statements contained in such Bid are true.

________________________________________
(Affix Corporate Seal)

(Individual, Partner, LLC or Corporate Signature)

________________________________________
Title

Subscribed and sworn to before me this _____ day of ________________, 2016.

_____________________________
Notary Public

My commission expires: _____________
STATEMENT OF BIDDERS QUALIFICATIONS:

All questions 1 through 13 must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add additional sheets for items marked (*).

1. Bidder's name ___________________________
2. Bidder's address ___________________________
3. When organized? ___________________________
4. When incorporated ___________________________
5. How many years have you been engaged in the __Concrete Construction__ Business under present firm name? ________
6. * Contracts in Hand: (Schedule these showing gross amount of each contract and the approximate date of completion)

    ____________________________________________

   7. * General character of the work performed by your company ____________________________

    ____________________________________________

8. * Have you ever failed to complete any work awarded to you? ________

    If so, where and why? ____________________________________________________________

9. Have you ever defaulted on a contract? ________
10. * List at least five (5) similar jobs, both in scope and $ value, that have been completed by the firm and the data completed ____________________________

    ____________________________________________

11. * List the owed equipment which is available for this contract ____________________________

    ____________________________________________

12. * Detail the firm's experience in construction work similar to this project ________

    ____________________________________________

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by Ansonia Public Schools?
The undersigned hereby authorizes and requests any person, firm of corporation to furnish any information requested by Ansonia Public Schools in verification of the recitals comprising this statement of Bidders Qualifications.

Dated at _________ this _____ day of ____________ 2021.

Name of Bidder ________________________________

By: ________________________________

Title: ________________________________

State of: ________________________________(ss)

County of: ________________________________(ss)

______________________________ being duly sworn deposes and says that he is ___________ of ________________and that the answers to the statement of Bidder Qualifications questions, numbered 1 through 13 on preceding page, and all statements therein contained are true and correct.

Sworn to before me this ______ day of __________ 20__

______________________________ (Notary Public) My commission expires ____________
CONTRACT FORM

THIS AGREEMENT, made the __________ day of _______________ in the year 20___; by and between ____________________, hereinafter called the “Contractor” and the ANSONIA PUBLIC SCHOOLS, hereinafter called the “Owner”.

WITHNESSETH, that the Contractor and the Owner, in consideration of mutual agreements stated herein, agree as follows:

1. Statement of Work

   The Contractor shall furnish all labor, materials, tools and equipment and perform all work required which consists of:

   ADA CONCRETE RAMP AND STAIRWAY REPLACEMENT PROJECT
   AT
   JOHN C. MEAD ELEMENTARY SCHOOL

   located in the CITY of ANSONIA Connecticut, in connection therewith, all in strict accordance with the Bid Documents dated DECEMBER, 2016.

2. Completion Schedule

   The work shall be started no earlier than June 16, 2021, and the entire project shall be completed by August 1, 2021.

3. Contract Price

   The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, for a total contract price of: _______________________________ Dollars ($_______).

   (Word)                          (Figures)

4. Conditions

   A. The securing of all required insurance certificates as required by the Owner is a condition of this Contract and shall be in place by the contract start date. In no event shall the Contractor begin construction until it has obtained insurance satisfactory to the Owner.

5. Alterations

   The following changes were made in the Bid before this Contract was signed by the parties hereto, including supplemental unit prices from Bid form submitted by the Contractor. - NONE
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in three (3) original counterparts on the day and year first above written.

ANSONIA PUBLIC SCHOOLS

Owner

42 GROVE STREET ANSONIA, CT 06401

Address

(SEAL)

Authorized Signatory

Print Name & Title

Attest: _________________________________

Signature

Print Name & Title

Contractor

Address

(SEAL) By _________________________________

Authorized Signatory

Print Name & Title

Attest: _________________________________

Signature

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

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

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

(a) the bidder’s success in implementing an affirmative action plan;
(b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder’s promise to develop and implement a successful affirmative action plan;
(d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

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

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

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

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

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

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

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

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

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

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

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.
### Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

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

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### BIDDER CONTRACT COMPLIANCE MONITORING REPORT

#### PART I - Bidder Information

| Company Name | Bidder Federal Employer Identification Number ____________________________
|--------------|---------------------------------------------------------------------------
| Street Address | Or Social Security Number ____________________________
| City & State | Bidder Identification (response optional/definitions on page 1)
| Chief Executive | - Bidder is a small contractor. Yes__ No__
| | - Bidder is a minority business enterprise Yes__ No__
| | (If yes, check ownership category)
| | Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___
| | Female___
| Bidder Parent Company | - Bidder is certified as above by State of CT Yes__ No__
| (If any) | Other Locations in Ct. (If any)

#### PART II - Bidder Nondiscrimination Policies and Procedures

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

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?   Yes ___ No ___

### PART IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
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<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
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<tr>
<td>Management</td>
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<tr>
<td>Business &amp; Financial Ops</td>
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<td>Marketing &amp; Sales</td>
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<tr>
<td>Legal Occupations</td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>Production Occupations</td>
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<tr>
<td>TOTALS ABOVE</td>
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<tr>
<td>Total One Year Ago</td>
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</tbody>
</table>

FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

<table>
<thead>
<tr>
<th></th>
<th>Male</th>
<th>Female</th>
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<tbody>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
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<tr>
<td>Trainees</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)*
1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
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<td></td>
<td>Arrest Record</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Wage Garnishments</td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification

(X)

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

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

(Signature) (Title) (Date Signed) (Telephone)
GENERAL CONDITIONS

1. **Payments:** The Contractor shall be paid monthly, based on Periodical Estimates for Partial Payments on AIA forms.

   A. Each Periodical Estimates for partial payment shall include up to ninety percent (90%) for articles delivered and accepted or services rendered, less deduction, if any, as herein provided. In making such partial payments for the work, there shall be retained ten percent (10%) of the estimated amount of work done until ninety-one (91) days after the final completion and acceptance of work covered by contract. The balance of the retainage shall be withheld until all punch list items, except lawns and planting, have been completed or ninety-one (91) days after the Certificate of Completion and Acceptance has been issued and the Contractor has submitted all warranties and construction closeout documents to the Consultant and or Owner whichever is later.

   B. The Owner at their discretion may render payment for materials suitably stored on site upon submission of proper supplier payable invoices less 10 percent retainage deduction.

2. **Performance and Acceptance of Work:** All work required hereunder shall be performed as promptly as possible, and such work shall be subject to approval and acceptance by the Owner, but such approval and acceptance shall not relieve the undersigned from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the undersigned on demand, without cost to the Owner. The undersigned will abide by and carry out, without additional charge, such reasonable directions or requests as the Owner may from time to time given or make relative to the manner of performance of such work hereunder and upon completion of the work, leave the project free from any liens and/or charges arising out of the performance of this contract.

3. **Changes:** In accordance with the Owner’s approved budget, the Owner may at any time by written order and without notice to the sureties, make changes in the Drawings or Specifications, if any, of this contract and within the general scope thereon, if such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted within ten (10) days from the date the change is ordered unless the Owner waives the prompt receipt of the claim in writing.

The Owner further reserves the right to make alterations in the form or quantity of the work herein contemplated, either before or after commencement of the work. If such alterations diminish the quantity of the work done, they shall not constitute a claim for damages or for anticipated profits on the work dispensed with, or affect the prices for various classes of work remaining. If they increase the amount of work,
such increase shall be paid for according to the quantity actually done and at the price or prices for the various classes of work, or if not susceptible of classification, the price or prices shall be agreed upon in writing in advance, and in case of failure to so agree, the Contractor shall do the work as aforesaid as extra work.

4. Changed Conditions: Should the Contractor encounter, or the Consultant and or Owner discover, during the progress of the work, conditions at the site materially differing from those indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in Specifications, the attention of the Consultant and or Owner shall be called immediately to such conditions before they are disturbed. The Consultant and or Owner shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the contract shall be modified to provide for any increase or decrease in cost, or difference in time resulting from such conditions.

A. Except for minor modifications in the work not involving extra cost or additional time, and not inconsistent with the purposes of the Project; and except in an emergency endangering life or property, no extra work shall be ordered, and no change in the Drawings and Specifications shall be made, unless in pursuance of a written authorization from the Owner, and countersigned by the Consultant, if any. No claim for an addition to the Contract amount shall be valid unless so ordered.

B. The Contractor promptly upon request shall supply detailed estimates and Bids for changed or extra work. The value of the change or extra work which is to be ordered shall be determined by the Owner and their Consultant prior to the issuance of the order, and shall be based upon one of the following methods:

1. By ascertaining the number of unit quantities of each part of the work which is changed, and multiplying the ascertained number of such unit quantities by (a) the unit prices given in the Contract, or (b) by an equitable price if none is provided in the Contract.

2. By ordering the Contractor or proceed with the work, and to keep and present, in such form as the Consultant and or the Owner may direct, a correct account of the cost of the extra or changed work, together with all vouchers therefore. Overhead and Profit will only be allowed on the total net additional quantities of each item in the cost breakdown after the deduction of credit items at Contractor's cost.

C. For work performed by the General Contractor, the cost of may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost of the work.

D. For work performed by a subcontractor, the cost to may include the net cost to the Subcontractor, plus an allowance not to exceed fifteen percent (15%), for his
overhead and profit plus an allowance not to exceed seven and one-half percent (7 1/2%) for the General Contractor's overhead and profit.

E. "Net Cost" as used herein may include all items of labor and materials, the use of power equipment, power, premiums on Public Liability and Workmen's Compensation Insurance, Social Security, Old Age and Unemployment Insurance. If deductions are ordered, the credit shall be computed at net cost. Among the items to be considered as overhead are insurance other than as mentioned above, bond or bonds, supervision, superintendents, foremen, timekeepers, clerks, watchmen, use of small tools, incidental job burdens and that portion of general office expense applicable to each Change Order.

5. Cancellation: The Owner may at any time at its discretion cancel the contract, in whole or in part, by sending the Contractor a written notice terminating his right to proceed with all or any portion of the work, specifying the effective date of such termination. If the cancellation occurs by reason or any default or delay of the Contractor, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned to the Owner thereby. The Contractor shall be entitled to receive payment under the contract for any portion of the work completed on or before the effective date of termination, and then or thereafter accepted by the Owner, and shall be reimbursed that portion of his additional expenditures for labor and materials which the Owner finds to be of benefit to the project. If the cancellation is for the convenience of the Owner and not because of the Contractor's default or delay, he shall be entitled to receive compensation under the contract for all work completed and accepted, plus an equitable adjustment for additional work performed up to the effective date of cancellation.

6. Equal Employment Opportunity and Non-discrimination:

A. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state
that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

B Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than $50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at $50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed.
C If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that she/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

D "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor’s good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. “Municipal public works project” means that portion of an agreement entered into on or after October 1, 2015, between any individual, form or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less.

E. This Contract is subject to the provisions of Executive Orders No. Three (3), promulgated June 16, 1971 and No. Seventeen (17), promulgated February 15,
1973, by Governor Thomas Meskill and as such, this Contract may be cancelled, terminated or suspended by the Owner or the State Labor Commissioner for violation of non-compliance with said Executive Orders No. Three, No. Seventeen, or any State or Federal law concerning non-discrimination, 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 Orders No. Three and No. Seventeen are incorporated herein by reference and made a part hereof. A copy of the complete Executive Orders No. Three and Seventeen is available upon request.

F. This contract is subject to the provision of Executive Order No. Seventeen (17) of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency 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.

G. Executive Order No. 16. This Agreement is subject to, and the Contractor hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

7. Intent:

A. It is understood that any work not specifically mentioned but which is incidental to the completion of any part of the work will be considered a part of this Contract.

B. All work is to be performed according to the best practices of the trade and all building permits are to be obtained by the Contractor prior to commencing work.

C. The workmen employed by the Contractor shall be suitably skilled to perform the work involved.

D. All work and materials to be the best of their kinds and subject to the approval of the Consultant and or the Owner and must meet all codes, regulations and applicable standards and testing criteria.

8. Examination of Site, Etc.: Each Offeror shall visit the site of the proposed work and fully acquaint himself with the conditions, as they exist. He/she should then fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Offerors shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any Offeror to examine any form, instrument, addendum or other document, or to visit the site and acquaint himself with conditions there existing, shall in nowise relieve said Offeror from any obligation with respect to his Bid price. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.
9. **Guarantee:** Contractor shall guarantee all parts of his work both as to materials and workmanship for a period of one year from date of acceptance by the Owner. The Owner will hold performance security for a one year guarantee period. The Contractor or his sureties shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance. The date of final acceptance shall be established by a written notice of final acceptance of all work under the contract issued by Owner to the Contractor.

10. **Warranty:** The Contractor shall furnish the Owner with the manufacturer's warranty for all items connected to the Contract.

11. **Cleaning Up in General:** Remove all waste and other material on a day-to-day basis. On completion of all work, Contractor shall be responsible for the overall cleaning as a result of the work. Removal of waste material shall be as directed by the Specifications and or the Owner.

12. **Work Schedule:** The Contractor shall provide a work schedule to the Consultant and Owner for approval prior to commencement of the work. Work shall be performed during regular and normal work hours of the Owner.

13. **Permits:** Unless otherwise provided in the bid/contract documents, the Contractor shall obtain and pay for all construction and other permits, licenses and inspections necessary for proper execution and completion of the Work. The Owner shall assist the Contractor as required in obtaining permits and licenses. The Contractor shall include the cost for all necessary permits, licenses and inspection fees in their bid, which might otherwise be charged by the City or State Government, or any of its Departments or agencies.

14. **Patents and Royalties:**

   A. If the Contractor desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.

   B. The Contractor and the surety shall indemnify and save harmless the State of Connecticut, Owner and Consultant for any costs, expenses, and damage which it may be obliged to pay by reason of any infringement at any time during the prosecution or after the completion of the work.

15. **Shop Drawings:**

   A. The Contractor shall forward, after detailed checking in his office with a transmittal letter, four (4) prints of each shop drawing to the Design Consultant.
B. The Contractor shall upon request of the Design Consultant be requested to submit samples and all requested data for proposed material or equipment that deviates from the Specifications and Drawings. The Contractor also shall submit samples and data of specified materials or equipment to the Design Consultant for evaluation.

C. No work shall be fabricated or installed by the Contractor until final approval has been given.

17. **Taxes:** The Contractor shall coordinate with the Owner with tax exempt status for arrangement with the State of Connecticut, State Department of Revenue Services for the elimination of Excise Taxes on freight or other items that may be normally taxable including but not limited to all sales, consumer, use and other similar taxes, for the Work or portions thereof. The Contractor will arrange with the State Department of Revenue Services for the omission of the State Sales Tax on all taxable items used on this Contract. Said tax omissions shall not be computed in the Contract price. If included the taxes shall be deducted upon audit and contract close-out.

18. **AIA Forms Upon Completion**

   The Contractor shall provide the following AIA forms upon completion of the construction contract work to the Owner.

   - AIA G 706 Contractor’s Affidavit of Payment of Debts and Claims Form
   - AIA G 707 Consent of Surety to Final Payment Form

19. **Assurance of Governmental Approvals and Licenses.** The Contractor has obtained and, to the best of its knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by the Contractor for the Project.

20. **Indemnification.** Contractor shall and hereby agrees to indemnify, defend, and hold the Owner, and its agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney’s fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by Contractor of the terms, conditions, and covenants of this Agreement.

21. **Governing Law.** Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.
SPECIAL CONDITIONS TO THE CONTRACT

1. TEMPORARY FACILITIES:
   a) The Contractor may connect to water taps available at the project site.
   b) The Contractor may connect to electrical power available at the project site.
   c) The Contractor shall furnish his own telephone utility.
   d) The Contractor shall furnish his own bathroom facilities.

2. STORAGE:
   a) No storage space will be provided by the Owner.

3. SUBMITTALS:
   All submittals shall consist of six (6) copies.

4. INSURANCE:
   a) No insurance shall be terminated by the Contractor without thirty (30) days notice to Ansonia Public Schools.
   b) The Contractors’, and all subcontractors, attention is directed to the General Conditions which specifies the various types and limits of insurance required of all Contractors’ and subcontractors. Workmen’s Compensation Insurance is required of all contractors and subcontractors.

5. SALES TAX:
   Ansonia Public Schools are exempt from Connecticut Sales Tax. The Contractor should take note of this and inform his subcontractors and suppliers.

6. PROGRESS OF WORK:
   a) Work shall be carried out in such a manner so as to cause minimal interference with the use of the project by the residents. The Contractor shall be responsible for protecting resident’s property from and damage.
   b) Other work in progress concurrently with work under this contract shall not be affected by the performance of this contract. Conformance with this provision shall be the responsibility of this Contractor.
c) Work performed and materials furnished by the Owner or those in his employ, whether in connection with this contract or in connection with regular maintenance and/or other rehabilitation work at the project site, shall not be affected by the performance of this contract. Conformance to this provision shall be the responsibility of the Contractor.

d) The Schedule of work shall be arranged with Ansonia Public Schools.

e) The Contractor shall, at all times, maintain the fire integrity of the structure and shall maintain, free and clear, all fire emergency exitways.

7. CLEAN-UP:

Final clean-up shall include removal of all debris and surplus materials and leaving the work area broom clean. Cleanup of such items shall be to the satisfaction of the Owner.

8. PERMIT FEES:

None Required.

9. TEMPORARY PROTECTION:

a) The Contractor shall be responsible for providing temporary protection of all items and plantings that are adjacent to the work so as to eliminate the possibility of damage to the owner’s Property.

10. DISPOSAL OF MATERIALS

The Contractor shall be responsible for all costs associated with the legal disposal of all surplus materials and all materials designated to be removed as part of this project.