

TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 6998

ISSUE DATE: 5/23/13

DEADLINE DATE: 6/13/13

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY FABRIC BUILDING GREENWICH POINT

LOCATION TOWN OF GREENWICH

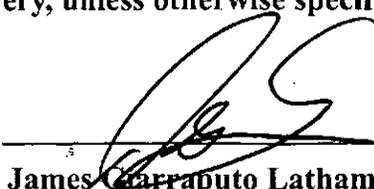
PREQUALIFICATION

STANDARDS/SPECIFICATIONS (ATTACHED)

INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.


James Garraputo Latham, CPPB, Senior Buyer

An Affirmative Action/Equal Opportunity Employer, M/F/H

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

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, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

REQUEST FOR BID

Sealed bids, one (1) original, will be received in the Office of the Purchasing Department and shall be opened and read aloud in the Purchasing Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at three o'clock p.m. (prevailing time) on June 13, 2013 for the following work:

FABRIC BUILDING at GREENWICH POINT RFB #6998

Bid security for 5% of the lump sum bid must accompany each bid. All such security except those of the three lowest bidders, will be returned within five (5) days after the bids are opened.

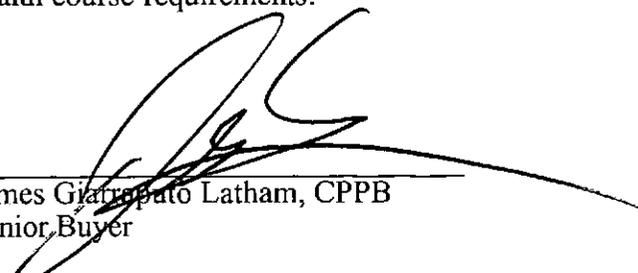
Bidders may be required to submit data covering financial resources, equipment and ability to perform the work rapidly and in a satisfactory manner.

The right is expressly reserved to reject any or all bids, to waive any informalities in the bids, or to accept such bids as appear to be in the best interest of the Town.

Specifications may be obtained on the Town's website, www.greenwichct.org/bids or in the Purchasing Department at Town Hall, 101 Field Point Road, Greenwich, Connecticut. It is the responsibility of the prospective bidder to check the website for any addenda issued up to 48 hours prior to the bid opening.

The drawings will be posted to the Town's website and may be downloaded at no cost. Drawings taken from the Town's website and printed on the bidder's equipment may not be to scale.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed, insurance coverage requirements minimum wage rates to be paid under the contract and construction safety and health course requirements.



James Giarrapato Latham, CPPB
Senior Buyer

Date: May 23, 2013

SECTION 1
INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

1.1 RECEIPT AND OPENING OF BIDS.

Sealed bids, one (1) original, will be received at the Office of the Purchasing Agent and shall be opened and read aloud in the Purchasing Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at three o'clock p.m. (prevailing time) on June 13, 2013 for the following work:

FABRIC BUILDING at GREENWICH POINT RFB #6998

1.2 LOCATION AND DESCRIPTION OF WORK TO BE DONE.

The work herein specified to be done consists of the construction of the FABRIC BUILDING at GREENWICH POINT, Greenwich, Connecticut, all as more particularly indicated, shown or described in the drawings, specifications and other contract documents and as described by the Superintendent of Building Construction and Maintenance.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified.

The location, general characteristics and principal details of the work are indicated on drawings which are listed as follows:

SHEET NUMBER

TITLE

A1.1

Tractor Shed, Greenwich Point Park

The above drawings are the contract drawings, (attached as Exhibit A), sometimes referred to herein as the "Drawings". Additional drawings showing details in accordance with which the work is to be done will be furnished from time to time by the Superintendent, B.C.& M., if found necessary, and shall then become a part of the contract drawings.

1.3 CONTRACT DOCUMENTS.

The 'Drawings', 'Request For Bid', 'Information for Bidders', Forms for 'Bid', 'Agreement' and Bonds, General Conditions' and 'Technical and Materials Specifications' become the contract documents are available in the Purchasing Department, Town Hall, 101 Field Point Road, Greenwich, Connecticut.

1.4 CHARGE FOR DRAWINGS.

The drawing will be posted to the Town's website and may be downloaded at no cost. Drawings taken from the Town's website and printed on the bidder's equipment may not be to scale.

1.5 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS.

In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or other contract documents or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and other contract documents, including addenda, as described below, is given informally, for information and the convenience of the bidder only, and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assess any claim or demand against the Town or the Superintendent, B.C.& M. on account thereof.

To receive consideration, such questions shall be submitted in writing to the Senior Buyer at the Town of Greenwich Purchasing Department, 101 Field Point Road, Greenwich, CT 06830 or by email to jlatham@greenwichct.org at least seven (7) business days before the established date for receipt of Bids. If the questions involve the acceptability or use of any unspecified products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Senior Buyer to determine the acceptability, equality and suitability of the unspecified product or method. In general, the Senior Buyer will neither approve nor disapprove particular products prior to the opening of Bids. Such products will be considered when offered by the Contractor for incorporation into the work.

The Senior Buyer will set forth as addenda, which shall become a part of the contract documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. It is the responsibility of the prospective bidder to check the Town's website (www.greenwichct.org/bids) for any addenda issued up to 48 hours prior to the bid opening.

The Contractor agrees to use the products and methods designated or described in the specifications as amended by the addenda. Any addenda issued shall take precedence over drawings or specifications.

Where there is a conflict between specifications and drawings, the higher standard shall prevail.

1.6 BIDDERS TO INVESTIGATE.

Bidders are required to submit their bids upon the following express conditions which shall apply to and be deemed a part of every bid received.

Bidders must satisfy themselves by personal examination of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

Any subsurface information furnished is based on an interpretation made at specific locations as indicated and no assurance is given that these conditions are necessarily typical of other locations or that they have remained unchanged since the field data were obtained. Further, no assurance is given that the presence or absence of water and other subsurface conditions at the time of these explorations will be representative of actual conditions at the time of construction. The Contractor shall be solely responsible for any assumptions, deductions, or conclusions he may make or which may be derived from his examination of any available subsurface information.

1.7 INFORMATION NOT GUARANTEED.

All information given on the drawings or in the other contract documents relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Town does not guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the drawings or in the other contract documents and the bidder or Contractor shall assume all risk with respect to such conditions.

It is agreed further and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for, any claim or demand against the Town or the Superintendent, B.C.& M., arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work.

The Contractor shall dig test pits, contact appropriate parties, or do any other necessary work, and at his own expense, to locate subsurface and other structures both shown and not shown on the drawings, in advance to performing work near the structure.

1.8 BLANK FORM FOR BID.

All bids must be upon the blank form for "Bid Reply Sheet", which is given in Section 2, and must state the proposed price of each item of the work, with the lump sum price both in words and in figures, and be signed by the bidder with his business address and place of residence.

1.9 TIME LIMITS AND TIME CHARGE.

The Contractors shall commence with the work within ten (10) days after receipt of "Notice to Proceed" from the Town.

Time is of the essence for this contract and as prosecution of the work will inconvenience property owners, vehicular traffic, and pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also, the cost to the Town of administration of the contract, including engineering, inspection and supervision of construction, will be increased or decreased as the time occupied in the work is lengthened or shortened and the deprivation to the residents of the Town of the needed improvement herein contracted for will cause damages to the Town, the exact amount of which will be difficult to ascertain. Therefore, in order to avoid the uncertainties and time consuming effort involved, it is hereby estimated that the reasonably probable, foreseeable damages which will arise in the event of the Contractor's delay are hereby expressed in terms of a time charge which will be made against the Contractor, and dates for completion, suspension and/or commencement of work will be established in accordance with the following provisions.

A time charge of five hundred dollars (\$500.00) per day will be made against the Contractor for each and every day (Saturdays, Sundays and legal holidays excluded) that the work is not in progress beyond fourteen (14) calendar days (no days excluded) after the Contractor has been notified to commence with the work. The amount of time charge will be deducted from the monthly and final payments due the Contractor as these are made. This time charge will continue, except as provided below, until the work is completed and accepted, but not including retainer, maintenance or repair period, if any. The Superintendent, B.C. & M.'s decision concerning whether the work has been completed shall be final, as provided in Article 4.4 of this contract.

The time charge will be suspended during the period of any delay that may be caused by the Town, either through change of plan or through ordering suspension of the work for any reason other than failure on the part of the Contractor to comply with the specifications said suspension to be certified by engineer. If the delay is caused to the Contractor by specific orders of the Superintendent, B.C. & M. to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the contract documents), such delay will not be seen as a Contractor delay.

1.10 WITHDRAWAL OF BID.

Except as hereinafter in this article otherwise expressly provided, once his bid is submitted and received by the Town for consideration and comparison with other bids similarly submitted, the Bidder agrees that he may not and will not withdraw it within one hundred twenty (120) consecutive calendar days after the actual date of opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of bids.
2. Provided the bid has not theretofore been accepted by the Town, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the 'agreement' has been executed by both parties thereto or until the Town notifies a Bidder in writing that his bid is rejected or that the Town does not intend to accept it, or returns his bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid.

1.11 CONTRACT BONDS.

The Bidder whose bid is accepted agrees to furnish the 'contract bonds' in the forms which follow in Section 5, entitled "Contract Bonds", each in the sum of the full amount of the bid, including allowance for contingencies and extra work, and/or contract price as determined by the Superintendent, B.C.& M., and duly executed and acknowledged by the said Bidder as principal and by a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town, as surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such bonds shall be paid by the Contractor. **The 'contract bond' is only required for contracts exceeding \$100,000.00.**

The Bidder must provide a letter from the bonding company stating that their company is able to receive performance bonding within one week's time after receipt of award on the Town of Greenwich Performance, Maintenance and Payment Bond form (pp. 42-43) for this project in the total amount of the bid. The letter must be on the bonding company's letterhead with their name, address and telephone number and must be submitted with the bid.

1.12 ABILITY AND EXPERIENCE OF BIDDER.

No award will be made to any Bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named, or, where such time is not named, within reasonable period of time as is determined by the Superintendent, B.C.& M. The Town's decision or judgment on these matters shall be final, conclusive and binding.

The Town may make such investigations as it deems necessary, and the Bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.

The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.

1.13 BIDS.

The Town may reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions or irregularities.

1.14 RIGHT TO REJECT OR ACCEPT BIDS.

The Town reserves the right to reject any or all bids with or without reason, or to accept any bid even if it is not the low bid, should the Town deem it to be in the public interest or the interest of the Town to do so. The Town's decision on the qualifications of any bid and/or its decision to accept any bid, or reject any or all bids shall be final, conclusive and binding on all Bidders.

1.15 RIGHT TO ALTER FORM, QUANTITY, OF WORK.

The Town further reserves the right to make alterations in the lines, grade, plan, form and quantity of the work herein contemplated, either before award of contract to the successful Bidder and/or before or after the commencement of the work because of priority restrictions, insufficient funds in appropriations, or other cause. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage, or for anticipated profits on the work dispensed with, or affect the prices bid for the 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 bid 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.

1.16 EXECUTION OF AGREEMENT.

The Bidder whose bid is accepted will be required and agrees to duly execute the 'agreement' and furnish the required contract bonds and insurance certificates within ten (10) days after award of the contract.

1.17 INSURANCE PROCEDURE FORM/INSURANCE CERTIFICATES.

The Bidder is required to submit with his bid a signed Insurance Procedure Form, page number 23. By signing this form, Bidder acknowledges that he will provide the insurance coverage required for the contemplated work at no additional charge to the Town of Greenwich.

The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurance and in such form called for under that article of the 'agreement', titled 'Insurance', and has obtained approval in writing of such certificates from the Town.

1.18 COMPARISON OF BIDS.

Bids will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum prices, all as stated in the 'Bid Reply Sheet'.

In the event that there is a discrepancy in the Bid Reply Sheet between the Lump-Sum or unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the Bidder's agreements, as hereinabove set forth in the Bid Reply Sheet.

1.19 BID SECURITY.

Each bid must be accompanied by a bid bond or certified Treasurer's or cashier's check, drawn or issued by a commercial or savings bank, trust company or savings and loan association and payable to the Town of Greenwich, Connecticut or by a bid bond prepared on the form of Bid bond attached hereto duly executed and acknowledged by the Bidders, as principal, and by a surety company qualified to do business in the State of Connecticut and satisfactory to the Town, as surety.

The bid security shall be in the sum of 5% of the lump sum bid and shall be enclosed in the sealed envelope containing the Bid. The bid security may be held by the Town as security for the fulfillment of the Bidder's 'agreement' as hereinabove set forth and as set forth in the Bid Sheet. Should the Bidder fail to fulfill such agreements, the Bid Bond shall become payable to the Town, as liquidated damages, otherwise, the Bid Bond shall become null and void.

1.20 ITEMS.

The work to be done under this contract has been divided into parts or items to enable each Bidder to bid on the different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item.

1.21 MINIMUM PREVAILING WAGES.

Pursuant to Connecticut General Statutes Section 31-53, the minimum prevailing wages paid on this project, if new construction of \$400,000 or more or rehabilitation, repair or the like of \$100,000 or more, shall be as shown on the State of Connecticut Labor Department, Wage and Workplace Standards Division, 'Schedule of Prevailing Rates' a copy of which is attached to these specifications. See Section 4.48 of these specifications.

1.22 CONSTRUCTION SAFETY AND HEALTH COURSE.

Pursuant to Connecticut General Statutes Section 31-53b the Bidder awarded a Contract for new construction of \$400,000 or more or rehabilitation, repair or the like of \$100,000 or more must furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with regulations adopted by the State of Connecticut Labor Commissioner. See Section 4.48 of these specifications.

1.23 NON-CONNECTICUT CONTRACTORS.

The Town of Greenwich is requiring that for construction bids at or above \$200,000 the Nonresident Contractor must have obtained verified status from the Department of Revenue Services in the State of Connecticut and provide a copy of the letter of verification with the bid. A bidder is a Nonresident Contractor if it does not maintain a regular place of business in Connecticut.

The Town's threshold of \$200,000 is \$50,000 lower than the State of Connecticut's threshold of \$250,000 for the verification requirement.

The State of Connecticut Department of Revenue Services Special Notice, SN 2012(2) is included with this Request For Bid in Section 7, pages 55 through 59. This document provides the full definition of "Nonresident Contractor" and describes the State of Connecticut's process for verification.

A bid at or over \$200,000 from a nonresident contractor will not be considered responsive if the contractor has not achieved verified status at the due date and time for the bid. The exception to this requirement shall be if there has been one bidder only in a particular bid process or the Town determines that it is in its best interests to waive this requirement. In this case, the Town reserves the right to modify this requirement. However, any modification to this requirement shall be in compliance with the State of Connecticut Department of Revenue Services Special Notice, SN 2012(2).

If the Town waives the verification requirement for a nonresident contractor, the Town shall withhold 5% of all payments made to the contractor to cover taxes due to the State of Connecticut. Payments withheld from the nonresident contractor may be released if proof of verification status in the form of a letter of verification is received. Payments withheld from the nonresident contractor may also be released to the contractor if the contractor has filed a surety bond, Form AU-964 included in Section 7, pages 60 and 61, with the Department of Revenue Services in the amount equal to 5% of the total contract price including any change orders.

Any questions relating to the verification process can be directed to the phone numbers given under the heading "For Further Information" on page 4 of Special Notice SN 2012(2).

It is recommended that potential bidders begin the State's verification process as soon as possible in order to have adequate time to receive the letter of verification and present it with their bid.

1.24 SUPPLIERS AND SUBCONTRACTORS.

The Town would appreciate it if all bidders would include Greenwich suppliers and subcontractors in solicitation of prices for the proposed work.

SECTION 2

BID

To the Town of Greenwich, Connecticut, herein called the Town, acting by and through its Department of Public Works, Building Construction and Maintenance Division, **FABRIC BUILDING at GREENWICH POINT**

The undersigned, as Bidder, herein referred to as singular and masculine, declares as follows:

- (1) The only parties interested in this bid as principals are named herein
- (2) This bid is made without collusion with any other person, firm or corporation
- (3) No officer, agent or employee of the owner is directly or indirectly interested in this bid
- (4) He has carefully examined the site of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this bid, and he has carefully read and examined the drawings, the annexed proposed 'agreement' and the specifications and other contract documents therein referred to and knows and understands the terms and provisions thereof
- (5) And he understands that the quantities of work tabulated in this bid or indicated on the drawings or in the specifications or other contract documents are only approximate and are subject to increase or decrease as deemed necessary by the Superintendent, B.C.& M.

And he agrees that, if this bid is accepted he will contract with the Town, as provided in the copy of the contract documents deposited in the office of the Building Construction and Maintenance Division of the Department of Public Works, this bid form being part of said contract documents and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, tools, appliances, supplies and all within the time therein prescribed and according to the requirements of the contract documents and of the Superintendent, B.C.& M. as therein set forth, and that he will take in full payment therefor the Lump-Sum or unit price applicable to each item of the work as stated in the following Bid Sheets.

Bidders must bid on each item. All entries in the entire bid must be made clearly and in ink. Prices bid must be written in both words and figures. Bidders should insert extended item prices obtained from quantities and unit prices and insert the total price and applicable addenda numbers where indicated.

Materials and supplies purchased for this Contract which are to be physically incorporated in and become a permanent installation in the work will be exempt from the Connecticut Sales and Use Tax under the Connecticut Education, Welfare and Public Health Tax Act. Each bidder shall take this exemption into account in calculating his Bid for the Work.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, express or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

TOWN OF GREENWICH

REQUEST FOR BID #6998 DEADLINE: 6/13/13 AT 3:00 PM

FABRIC BUILDING AT GREENWICH POINT

REPLY SHEET (Page 1 of 3)

Pricing

The bidder shall provide complete lump sum pricing below inclusive of all costs:

1. Total price to construct and install the building as specified: \$ _____
2. Project completion time in days: _____

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH

REQUEST FOR BID #6998 DEADLINE: 6/13/13 AT 3:00 PM

FABRIC BUILDING AT GREENWICH POINT

REPLY SHEET (Page 2 of 3)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH

REQUEST FOR BID #6998 DEADLINE: 6/13/13 AT 3:00 PM

FABRIC BUILDING AT GREENWICH POINT

REPLY SHEET (Page 3 of 3)

NON- COLLUSION LANGUAGE CONTINUED

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

BIDDER'S COMPANY NAME _____

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of Agreement, he will accept compensation as stipulated therein in full payment for such Extra Work.

If this bid is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated in the Information for Bidders, Article 1.9 headed "Time Limits and Time Charge."

As provided in the Information for Bidders, the bidder hereby agrees that he will not withdraw this bid within one hundred twenty (120) consecutive calendar days after the actual date of the opening of bids, and that, if the Town shall accept this bid, the bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required Contract Bonds and Insurance Certificates within ten (10) days after date of the award of the contract.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Town shall have the right to retain as liquidated damages, the amount of the bid check which shall become the Town's property. If a Bid Bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by surety.

The undersigned has read and agrees to provide the types and required insurance coverage limits, as defined by Article 4.6 "Insurance". The submitted bid includes all costs relating to the insurance requirements for the contract work.

The bidder, by submittal of this bid, agrees with the Town that the amount of the bid security deposited with this bid fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the bidder to fulfill his agreements as above provided.

(Name of Bidder)

(Signature and Title of Authorized Representative)

(Business Address)

(Type or Print Name of Authorized Representative)

(City and State)

(Affix Corporate Seal)

(Federal Tax Identification Number)

(Date)

(Telephone Number)

(Fax Number)

(Email Address)

The Bidder is - a corporation incorporated in the State of _____
 - A partnership - An Individual. (Bidder must add and delete as necessary to make the foregoing sentence read correctly.

If the Bidder is a corporation, Affix corporate seal and give below the names of its President, Treasurer and General Manager. If a partnership, give full names and residential addresses of all general partners and if an individual, give residential address if different from business address.

The required names and addresses of all persons interested in the foregoing bid, as principals, are as follows:

PRINCIPAL NAME & TITLE	ADDRESS

 Affix Corporate Seal

The Bidder is requested to list below five (5) references for similar work of equal size to that included in the proposed contract that he has done within the last three years which will enable the Town to judge his experience, skill and business standing. Please include project date, contact person and phone number.

COMPANY NAME	PROJECT DATE	CONTACT PERSON	PHONE NUMBER

(ADD SUPPLEMENTARY PAGE IF NECESSARY.)

CERTIFICATE AS TO MINIMUM PREVAILING WAGES

The undersigned, being duly sworn, deposed and says

1. That he is the _____ of the Contractor,
(Title)

In the project hereinafter referred to, and is authorized to execute this certification on behalf of the Contractor,

2. In connection with **FABRIC BUILDING at GREENWICH POINT RFB #6998**, it is hereby certified that the Contractor has read and understands the provisions of Section 4.48, Prevailing Wages, of these specifications and has included in his bid price the cost of compliance with their requirements.

3. This certification is made at the request of the Town of Greenwich for the purpose of inducing the Town to enter into a contract for the project work and knowing that the Town will rely upon the truth of the representation herein made.

Subscribed and sworn to

Before me this _____ day

Of _____ 20____.

(SIGNATURE OF PERSON
AUTHORIZED TO SIGN)

NOTARY PUBLIC

(TYPE OR PRINT NAME OF PERSON
AUTHORIZED TO SIGN)

SECTION 3

BID BOND

INSTRUCTIONS IN USE OF BOND FORM

1. The Bid Bond form given on the following pages shall be used.
2. The surety on the Bond may be any corporation authorized to act as surety in the State of Connecticut.
3. The full name and business or residence address of each individual party to the Bond shall be inserted in the space provided therefore, and each such party shall sign the Bond with his usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and the Bond shall be executed by a general partner who has been authorized to act on behalf of the partnership.
5. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the space provided therefore and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll of adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for a corporation shall be certified by a proper officer, in lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by a proper office, under the corporate seal, to be true copies.
7. If the principal or surety is a Limited Liability Company (LLC), the names of the members shall appear in the spaces provided therefore, with the recital that they are members of an LLC, naming it, and the Bond shall be executed by an managing member who has been authorized to act on behalf of the LLC. The official character and authority of the person or persons executing the Bond for an LLC shall be certified by a proper managing member. In lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the LLC as will show the official character and authority of the members signing, duly certified by a proper member to be true copies.
8. The date of this Bond must not be prior to the date of the instrument in connection with which it is given.

FORM OF BID BOND

***** BID BOND *****

TOWN OF GREENWICH

_____ Date Bond Executed

Principals

Surety

Penal Sum of Bond (Expressed in Words and Figures)

Date of Bid

Know all men by these presents, that we, the principals and surety above named, are held and firmly bound unto the Town of Greenwich, Connecticut, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the principals have submitted the accompanying Bid, dated as shown above, for the **FABRIC BUILDING at GREENWICH POINT.**

Now, therefore, if the principals shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) 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, execute such further contractual documents, if any, as may be required by the terms of the Bid as accepted, and give bonds with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and materials in the prosecution of the work provided for in 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 bonds within the time specified, if the principal shall pay the Town of Greenwich, Connecticut, the difference between the amount specified in said Bid and the amount for which said Town may procure the required work, supplies and services, if the latter amount 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 above-bounden parties have executed this instrument under their several seals on the date indicated above. The name and corporate seal (if applicable) of each corporate party being hereto affixed.

Name of Partnership

(SEAL)

Business Address

Partner - (Hereunto Duly Authorized)

IN THE PRESENCE OF

WITNESS

INDIVIDUAL PRINCIPAL

1. _____ AS TO _____ (SEAL)

2. _____ AS TO _____ (SEAL)

3. _____ AS TO _____ (SEAL)

4. _____ AS TO _____ (SEAL)

*

*

*CORPORATE / LLC PRINCIPAL

*

*

*BUSINESS ADDRESS

*

*

*

*

*BY - (HEREUNTO DULY AUTHORIZED)

*

*

*TITLE

*

*

*CORPORATE SURETY

*

*

*BUSINESS ADDRESS

*

*

*

*

*BY - (HEREUNTO DULY AUTHORIZED)

*

*

*TITLE

ATTEST

AFFIX
CORPORATE
SEAL

WITNESS

AFFIX
CORPORATE
SEAL

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, Certify that I am the _____
of the Corporation/Limited Liability Company named as Principal in the within Bond, that _____
_____, who signed the said Bond on behalf of the
Principal, was then _____ of _____
said Corporation/Limited Liability Company, that I know his signature and his signature thereto is genuine, and
that said Bond was duly signed, sealed (if a Corporation) and attested for and in behalf of said
Corporation/Limited Liability Company by authority of its governing body.

(CORPORATE SEAL)

(CORPORATE SECRETARY)

SECTION 4
AGREEMENT

<u>TITLE</u>	<u>ARTICLE</u>
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THE CONTRACT DOCUMENTS	4.2
OBLIGATIONS AND LIABILITY OF CONTRACT	4.3
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This agreement, herein referred to as the "Agreement", executed this _____ day of _____ in the year Two Thousand Thirteen, by and between the Town of Greenwich, Connecticut, _____ acting through its Department of Public Works, duly authorized therefore, which acts, herein solely for said Town and without personal liability to itself, Party of the first part, and _____, Party of the second part.

Witnesseth, that the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

4.1 DEFINITIONS.

Whenever the words hereinafter defined or pronouns used in their stead occur in the contract documents, they shall have the following meaning:

The word 'Owner' or 'Town' shall mean the party of the first part above designated.

The word 'Contractor' shall mean the party of the second part above designated.

The word 'Agent' and/or the word 'Superintendent, B.C.& M.' shall mean that person or firm duly appointed by the Town to undertake the duties and powers herein assigned to the Superintendent of Building Construction and Maintenance, acting either directly or through duly authorized representatives.

The word 'Specifications' when used herein shall be deemed to refer to the General Conditions, Technical and Materials Specifications and Special Conditions, if any.

The words 'Herein', 'Hereinafter', 'Hereunder', and words of like import, shall be deemed to refer to the contract documents.

4.2 THE CONTRACT DOCUMENTS.

The 'Agreement', the 'Information for Bidders', the Contractor's 'Bid' as accepted by the owner, the 'Special Conditions', if any, the 'General, Technical and Supplemental specifications', the 'Drawings' and all addenda and amendments to any of the foregoing, collectively constitute the contract documents, and are sometimes herein referred to as the "Contract".

The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the 'Special Conditions', if any, and the provisions of any of the other contract documents, the provisions of the "Special Conditions", if any shall prevail. In the event of conflict or inconsistency between the provisions of the 'Agreement' and the provisions of the contract documents other than the 'special Conditions', if any, the provisions of the 'agreement' shall prevail.

4.3 OBLIGATIONS AND LIABILITY OF CONTRACTOR.

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of

the work in the manner and within the time hereinafter specified, in strict accordance with the drawings, specifications and other contract documents, in conformity with the directions and to the satisfaction of the Superintendent, B.C.& M., and at the prices herein agreed upon therefore.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the drawings and by the specifications.

The Contractor shall coordinate his operations with those of any other Contractors who may be employed on other work of the Town, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall consult with representatives of all subcontractors to avoid interferences. The Contractor shall rearrange any work which may cause interference with work of other trades, without increase in contract sum.

The Contractor shall notify the Fire and Police Departments prior to any construction which is expected to block off vehicular or pedestrian traffic.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property and at his own expenses unless specifically provided for otherwise herein.

The Contractor shall have complete responsibility for the work and the protection thereof and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Superintendent, B.C.& M. to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the Superintendent, B.C.& M. to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the contract documents or from what was estimated or expected, or on account of the weather, elements, or other causes. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease death or other damages sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly, to the extent arising out of, relating to, or in connection with the work called for in the Contract, claimed to be due in whole or in part to the active, passive, sole or concurrent negligent acts, errors or omissions, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, the Contractor shall and does hereby assume and agrees to pay for (or, in the case of professional liability matters indemnify for,) the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants or employees, against any such damages found by a judgment entered against the Town, its officers, agents, servants or employees or a settlement consented to by the Town, its officers, agents, servants, or employees to have been occasioned by acts or omissions of the Town, its officers, agents, servants or employees (other than supervisory acts or omissions of the Town, its officers, agents, servants or employees in the administration of the Contract) and/or other person or persons (but not including Contractor, its officers, agents, servants, employees or sub-contractors).

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other Contractors. In case of any such damage resulting from his operations, he shall repair and make good as new, the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damages caused.

The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other Contractor or any subcontractor of any such other contractor or any material supplier, the Contractor shall have no claim against the Town therefore, other than for an extension of time, but shall have recourse solely to such other Contractor, subcontractor or material supplier.

If any other Contractor or any subcontractor of any such other Contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other Contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Town from and against any and all claims by such other Contractor or subcontractors, alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities judgments, awards, losses, damages, costs and expenses including attorneys' fees arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the work or his operations under the agreement and/or the other contract documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services and the employment of persons in the prosecution of the work.

4.4 AUTHORITY OF THE SUPERINTENDENT OF BUILDING CONSTRUCTION & MAINTENANCE.

The Superintendent, B.C.& M. shall be the sole judge of the intent and meaning of the drawings, special conditions, if any, and technical and material specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

The Superintendent, B.C.& M. shall be the Town's representative during the life of the contract and he shall observe the work in progress on behalf of the Town. He shall have authority (1) to act on behalf of the Town to the extent expressly provided in the contract or otherwise in writing. (2) to stop the work whenever such stoppage may be necessary, in his sole discretion, to prevent improper execution of the work or otherwise to protect the interests of the Town. (3) to approve and direct the sequence of execution and general conduct of the work and to direct that changes be made in such sequence where, in his sole discretion, public necessity or welfare, the interest of the Town or the progress of the work shall require. Such approval and/or direction shall, however, in no way relieve or diminish the responsibility of the Contractor for or in the conduct of the work. (4) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the contract. (5) to decide all questions which arise in relation to the work, the execution thereof, and the fulfillment of the contract.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Superintendent, B.C.& M. and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objections thereto, he may require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Town stating clearly and in detail his objections, the reasons therefore and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Town. Unless the Contractor files such

written protest with the Town and Superintendent, B.C.& M. within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instructions, determination or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination or decision as being fair, reasonable and finally determinative of his obligations and rights under the contract.

The Superintendent, B.C.& M.'s decision on any matter mentioned above shall be final and conclusive when made in good faith and in the exercise of his best judgment and shall be accepted by the Contractor and the owner in all cases.

4.5 SUPERVISION OF WORK.

The Contractor shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof and shall cooperate with the Superintendent, B.C.& M. in every possible way.

At all times, the Contractor shall have as his agent on the work a competent superintendent capable of reading and thoroughly understanding the drawings and specifications, with full authority to execute the directions of the Superintendent, B.C.& M. without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. The superintendent must attend meetings relating to the work. Such superintendent shall not be removed from the work without the prior written consent of the Superintendent, B.C.& M. If, in the opinion of the Superintendent, B.C.& M., the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Superintendent, B.C.& M., such approval, however, shall in no way relieve or diminish the Contractor's responsibility for the new superintendent.

Whenever the Contractor or his agent or superintendent is not present on any part of the work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Superintendent, B.C.& M. to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

4.6 INSURANCE.

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor shall procure and maintain insurance of the types and amounts checked in paragraphs A through F on the Insurance Requirements sheet, page 23.

The Contractor shall require each of its subcontractors to procure and maintain, until final completion, acceptance and guarantee of each subcontractor's work, the same insurance of the types and amounts as checked on the Insurance Requirements sheet, page 23.

Certification and Cancellation: The Contractor shall furnish prior to the start of work called for in the contract the Acord certificate of insurance form for insurance documentation purposes as well as an endorsement letter from their Agent/Broker.

The awarded vendor will be required to provide insurance coverage as specified on the **Insurance Requirements Sheet, page 23**, of this Request for Bid. Upon award, the **Acord certificate of insurance form** must be completed by the vendor's insurance agent/broker and submitted to the Purchasing Department. The Town of Greenwich must be added as an additional insured on the Acord form. The signing agent/broker must also certify in writing that the Town of Greenwich has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as page 24**. The letter must be dated **on or after** the date stated on the Acord certificate of insurance. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. **The authorized representative who signs the Acord form must sign the letter as well.**

The Town of Greenwich will not accept insurance coverage, other than Excess Liability coverage, from insurance providers that are surplus lines writers in Connecticut. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the state of Connecticut. Please provide this information to your insurance agent/broker.

Please note that the Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.

Company name and address must conform on all documents including insurance documentation. The Contract number, project name and a brief description must be inserted in the "Description of Operations" section of the Acord form. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" section. The "Description of Operations" section should also reference Contract No. (provided to the awarded vendor), (description of work here).

The Contractor shall be responsible for maintaining the specified insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor should submit with the bid the signed, original "Insurance Procedure" form, page 25, which states that the vendor agrees to provide the specified insurance coverage for this Bid at no additional charge above any insurance charge declared in the bid.

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
 - 1. Commercial General Liability.
 - 2. Town as additional insured.
 - 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).
- B. Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.
- C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.
- D. Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.
- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.
- F. Other (Builder's Risk, etc.): _____.
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded vendor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Authorized Representative for all companies listed in the Acord form

TOWN OF GREENWICH

INSURANCE PROCEDURE

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

4.7 PATENTS.

The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patent rights on any invention, process, materials, equipment, article, or apparatus, or any part hereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

4.8 COMPLIANCE WITH LAWS.

The Contractor shall keep himself fully informed of all existing and future Federal, State and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the drawings, specifications or other contract documents in relation to any such law, ordinance, rule, regulation, order decree or other requirement, the Contractor shall forthwith report the same to the Superintendent, B.C.& M. in writing. The Contractor shall at all times observe and comply with and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules regulations, orders, decrees, and other requirements, and he shall protect, indemnify and save harmless the Town, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

4.9 PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

4.10 PERMITS.

The Contractor shall take out, at his own expense, and maintain all necessary permits from the State, Town, or other public authorities, shall give all notices required by law and shall post all bonds and pay all fees and charges incidental to the due and lawful prosecution of the work, with one exception. The Town will pre file and pay for the required building permit. The contractor will provide all necessary documents including his Workman's Compensation Certificate to transfer the permit over to them.

4.11 NOT TO SUBLET OR ASSIGN.

The Contractor shall constantly give his personal attention to the faithful prosecution of the work, shall keep the same under his personal control, shall not assign the contract or sublet the work or any part thereof without the previous written consent of the Town, and shall not assign any of the monies payable under the contract, or his claim thereto, unless by and with the like written consent of the Town and the surety on the contract bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

4.12 TIME FOR COMMENCEMENT AND COMPLETION OF WORK.

The Contractor shall commence with the work within ten (10) days after receipt of notice to proceed from the Town. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, if any, under article 1.9, 'time limits and time charge', which time is of the essence of the agreement.

4.13 LIQUIDATED DAMAGES OR TIME CHARGE.

Liquidated damages or time charge, if any, shall be as specified under article 1.9, 'Time Limits and Time Charge'.

4.14 NIGHT AND SUNDAY WORK.

No work shall be done at night or on Sunday except (1) usual protective work, such as pumping and the tending of lights and fires, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above, shall be done at night except when (A), in the sole judgment of the Superintendent, B.C.& M., the work will be of advantage to the Town and can be performed satisfactorily at night, (B) the work will be done by a crew organized for regular and continuous night work, and (C) the Superintendent, B.C.& M. has given written permission for such night work.

4.15 EMPLOY COMPETENT INDIVIDUALS.

The Contractor shall employ only competent individuals on the work and shall not employ individuals or means which may cause strikes, work stoppages or disturbance by workers employed by the Contractor, any subcontractor, the Town, the Superintendent, B.C.& M. or any other Contractor. Whenever the Superintendent, B.C.& M. notifies the Contractor in writing that in his opinion, any person on the work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the contract, such person shall be discharged from the work and shall not again be employed on it, except with the written consent of the Superintendent, B.C.& M..

4.16 EMPLOY SUFFICIENT LABOR AND EQUIPMENT.

If in the sole judgment of the Superintendent, B.C.& M., the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Superintendent, B.C.& M. may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Superintendent, B.C.& M. deems necessary to enable the work to progress properly.

4.17 INTOXICATING LIQUORS.

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

4.18 ACCESS TO WORK.

The Town, the Superintendent, B.C.& M. and their officers, agents, servants, and employees may at any and all times and for any and all purposes, enter upon the work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

4.19 EXAMINATION OF WORK.

The Superintendent, B.C.& M. shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof, shall be considered as extra work unless the original work was done in violation of the contract in point of time or in the absence of the Superintendent, B.C.& M. or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

4.20 DEFECTIVE WORK.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Superintendent, B.C.& M.. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the Superintendent, B.C.& M. as unsuitable or not in conformity with the specifications or any of the other contract documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the work and shall at his own cost and expense, make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

4.21 PROTECTION AGAINST WATER AND STORM.

The Contractor shall take all precautions necessary to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the work as the Superintendent, B.C.& M. may require in order that the finished work may be completed as required by the Contractor.

The Superintendent, B.C.& M. may suspend the performance of any work at any time when, in his judgment, the conditions are not suitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

4.22 MISTAKES OF CONTRACTOR.

The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes for which he and/or his agents, servants, employees or subcontractors are responsible, and he shall pay to the Town all costs, expenses, losses and damages resulting therefrom or by reason thereof as determined by the Superintendent, B.C.& M..

4.23 RIGHT TO MATERIALS.

Nothing in the contract shall be construed as vesting in the Contractor any right or property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Town.

4.24 CHANGES.

The Town, through the Superintendent, B.C.& M., may make changes in the work and in the drawings and specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore, at the unit prices stipulated in the contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the article titled 'extra work', and for eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Superintendent, B.C.& M.. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Superintendent, B.C.& M. authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

4.25 EXTRA WORK.

The Contractor shall perform any extra work (work in connection with the contract but not provided for herein) when and as ordered in writing by the Superintendent, B.C.& M., at the unit prices stipulated in the contract for such work, or, if none are so stipulated, either (A) at the price agreed upon before such work is commenced and named in the written order for such work, or (B) if the Superintendent, B.C.& M. so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Superintendent, B.C.& M., plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such, in writing by the Superintendent, B.C.& M.

The cost of extra work done under (B) above, shall include the reasonable cost to the Contractor of materials installed and equipment used, common and skilled labor, and foremen and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Superintendent, B.C.& M., the Contractor shall furnish itemized statements of the cost of the extra work ordered as above, and give the Superintendent, B.C.& M. access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work of social security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and customarily recognized as, part of the cost of doing work.

The fair rental for all machinery and equipment shall be based upon the most recent edition of 'Compilation of Rental Rates for Construction Equipment', published by the Associated Equipment Distributors, or a similar publication approved by the Superintendent, B.C.& M. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the work shall be added to the fair monthly rental, provided however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the contract.

The Contractor shall not include in the cost of extra work any cost or rental for small tools, buildings, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (B) above (determined as stated above), the Contractor shall add fifteen (15) percent to cover his overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (B) above, by a subcontractor, the subcontractor shall compute, as above, his cost for the extra work, to which he shall add fifteen (15) percent in the case of the Contractor, and the Contractor shall be allowed an additional fifteen (15) percent of the subcontractor's cost for the extra work to cover the costs of the Contractor's overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the Superintendent, B.C.& M.

If extra work is done under (B) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Superintendent, B.C.& M. A separate daily record shall be submitted for each extra work order. Extension of time on account of extra work shall, when applicable, be provided for under Article 1.09, 'Time Limits and Time Charge'.

4.26 CHANGES NOT TO AFFECT BONDS.

It is distinctly agreed and understood that any changes made in the work or the drawings or specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the contract, shall in no way annul, release, diminish or affect the liability of the surety on the contract bonds given by the Contractor, it being the intent hereof that notwithstanding such changes, the liability of the surety on said bonds continue and remain in full force and effect.

4.27 CLAIMS FOR DAMAGES.

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Superintendent, B.C.& M. a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Superintendent, B.C.& M. shall file with the Town one copy of the statement and shall file with the Town and the Contractor his determination thereon.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Superintendent, B.C.& M., nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the third paragraph of that article above, of this agreement titled 'Authority of the Superintendent, B.C.& M.', including, but not limited to the filing of a written protest in the manner and within the time therein provided.

4.28 ABANDONMENT OF WORK OR OTHER DEFAULT.

If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Superintendent, B.C.& M. shall be of the opinion and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the bankruptcy act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all work or any part thereof. Thereupon, the Contractor shall discontinue such work or such part thereof as the Town may designate, and the Town may, upon giving such notice, by contract or otherwise as it may determine, complete the work of such part thereof and charge the entire cost and expense of so completing the work, the Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion, the Town may for itself or for any Contractors employed by the Town, take possession of and use or cause to be used, any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this deducted and/or paid by the Town out of any monies due or article shall be charged against the Contractor and deducted and/or paid by the Town out of any monies due or payable or to become due or payable under the Contract to the Contractor. In computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments therefore made to and for the account of the Contractor are less than the sum which would have been payable under the contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such costs,

expenses, losses, damages, attorneys' fees and other charges, together with all payments, theretofore made to or for the account of the Contractor shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

4.29 PRICES FOR WORK.

The Town shall pay and the Contractor shall receive the prices stipulated in the bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the contract.

4.30 MONIES MAY BE RETAINED.

The Town may at any time retain from any monies which would otherwise be payable hereunder so much thereof as the Town may deem necessary to complete the work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder. See articles 4.32 and 4.35.

4.31 USE OR PARTIAL PAYMENT NOT ACCEPTANCE.

It is agreed that this is an entire contract for one whole and complete work or result and that neither the Town's entrance upon or use of the work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the work or any part thereof before its entire completion and final acceptance.

4.32 PROGRESS ESTIMATES.

Prior to contract signing, the Contractor shall submit for review by the Superintendent, BC & M a Schedule of Values. The Contractor will use the approved schedule to submit for payment as items are completed and accepted by the Town. The schedule's values are to correspond to the cost breakdown of the project submitted by the Contractor. At the project completion, the Contractor shall have submitted for payment, 98% of the project value, leaving two percent (2%) retainage for the warranty period of one year. The contract cannot be signed until the schedule and associated values has been approved by the Superintendent, BC & M.

The Contractor shall submit certified monthly payrolls in accordance with article 4.48. No progress payment will be processed until the payroll submitted is current and up to date.

CERTIFICATE FOR PAYMENT

TO:
FROM:
CONTRACTOR:
TOWN PROJECT:
PREPARATION DATE:

TOWN PROJECT NUMBER:
CONTRACT NUMBER:
PAYMENT PERIOD TO:
PAYMENT NUMBER:

The Contractor is entitled to the present payment stated below for work substantially completed on the Subject Project. The Account tabulations are shown on the Attached sheets:

1. ORIGINAL CONTRACT AMOUNT \$ _____
2. NET CHANGE BY CONTRACT SUPPLEMENT NUMBER(s): \$ _____

3. TOTAL CONTRACT TO DATE \$ _____
4. TOTAL CONTRACT AMOUNT EARNED TO DATE..... \$ _____
5. LESS ___% RETAINAGE OF COMPLETED WORK ... (\$ _____)
6. LESS PREVIOUS CERTIFICATES FOR PAYMENT:
 PAYMENT NUMBER 1 DATED: _____ (\$ _____)
 PAYMENT NUMBER 2 DATED: _____ (\$ _____)
 PAYMENT NUMBER 3 DATED: _____ (\$ _____)
 PAYMENT NUMBER 4 DATED: _____ (\$ _____)
 PAYMENT NUMBER 5 DATED: _____ (\$ _____)
 PAYMENT NUMBER 6 DATED: _____ (\$ _____)
 PAYMENT NUMBER 7 DATED: _____ (\$ _____)

7. PRESENT PAYMENT DUE CONTRACTOR \$ _____
8. BALANCE OF CONTRACT \$ _____

TOWN PROJECT REPRESENTATIVE / INSPECTOR'S CERTIFICATE FOR PAYMENT:

In accordance with the Contract Documents and based on on-site observations and the data comprising the above payment, I declare that the construction for which this payment is being made has been performed substantially in accordance with the Contract Drawings and Specifications and approved change orders. Construction is about _____ percent complete.

Prepared By: Project Representative/Date

Checked By: _____ Date

Reviewed for Payment By: Project Mgr/Date

Approved for Payment By: Superintendent Date

DISTRIBUTION:

GO 110

Page ___ of ___

AFFIDAVIT FOR FINAL PAYMENT

The undersigned, being duly sworn, deposed and says

1. That he is the _____ of the Contractor
(TITLE)
in the project hereinafter referred to and is authorized to execute this affidavit on behalf of the Contractor,
2. In connection with Contract Number _____,

the construction of the **FABRIC BUILDING at GREENWICH POINT**
it is represented that:

- a) all payrolls, bills for service, materials, supplies, equipment and other indebtedness bills for service, materials, supplies have been paid and that there are no outstanding claims against the undersigned by any subcontractor or material supplier.
- b) the provisions of Section 4.48 of these specifications, Minimum Wages, have been complied with.

3. This Affidavit is made at the request of the Town of Greenwich for the purpose of inducing final payment and knowing that it will rely upon the truth of the representation herein made.

Subscribed and sworn to

Before me this _____ day

Of _____ 20 _____

NOTARY PUBLIC

(SIGNATURE OF PERSON
AUTHORIZED TO SIGN)

(TYPE OR PRINT NAME OF PERSON
AUTHORIZED TO SIGN)

GO 102

4.33 FINAL ESTIMATE AND PAYMENT.

As soon as practicable after the final completion and acceptance of the work by the Superintendent, B.C.& M., the Superintendent, B.C.& M. shall make a final estimate in writing of the quantity of work done under the contract and the amount earned by the Contractor. The Superintendent, B.C.& M. also shall fix the date of completion of the work and incorporate the same into the final estimate.

The Town shall pay to the Contractor, the entire amount found by the Superintendent, B.C.& M. to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the contract (see article 4.35). Except as in this article otherwise provided, such payment shall be made not later than fifteen (15) days after, but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable lien law, or if such time is not specified by law, the expiration of thirty (30) days after the completion of the Superintendent, B.C.& M.'s final estimate.

Final payment shall not be processed until the Contractor submits to the Town (A) an affidavit for final payment in the form attached hereto that payrolls, bills for materials, equipment, supplies and other indebtedness connected with the work has been paid or otherwise satisfied, and (B) consent of the surety to final payment has been furnished.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

4.34 GUARANTEE.

The Contractor guarantees that the work and services to be performed under the contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the contract during such one year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

If the manufacturer's warranty for equipment and materials installed is greater than the one year period for warranty specified above, the warranty will be passed through to the Town. Upon completion of the project by the Contractor and acceptance by the Town, all warranties will be passed through to the Town and all paperwork turned over to the Town.

4.35 RETAIN MONEY FOR REPAIRS.

The Town shall retain out of the monies otherwise payable to the Contractor hereunder two (2) percent of the total construction cost for a period of one year after completion and acceptance of the work, to correspond to the guarantee period. The Town may expend said retainer, in the manner hereinafter provided, in making such repairs, corrections or replacements in the work as the Town, in its sole judgment, may deem necessary.

If at any time within the said period of guarantee any part of the work requires repairing, correction or replacement, the Town may notify the Contractor in writing to make the required repairs, corrections or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Town within five (5) days from the date of receipt of such notice, or having commenced, fails to prosecute such work with diligence, the Town may employ other persons to make the same. The Town shall pay the cost and expense of the same out of the amounts retained for that purpose.

Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, corrections or replacements, in the manner aforesaid, have been paid therefrom.

4.36 APPLICATION OF MONIES RETAINED.

The Town may apply any monies retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Town and chargeable to the Contractor hereunder or as determined hereunder.

4.37 LIENS.

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, the Contractor shall, at his own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

4.38 CLAIMS.

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any monies which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, or defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

4.39 NO WAIVER.

Neither the inspection by the Town or the Superintendent, B.C.& M., nor any order, measurement, approval, determination, decision or certificate by the Superintendent, B.C.& M., nor any order by the Town for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Town, nor any extension of time, nor any other act or omission of the Town or of the Superintendent, B.C.& M. shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirements or provision of the contract, nor of any remedy, power or right to damages for breach of contract. Any and all rights and/or remedies provided for in the contract are intended and shall be construed to be cumulative and, in addition to each and every other right and remedy provided for herein or by law, the Town shall be entitled as of right to a writ of injunction against any breach or threatened breach of the contract by the Contractor, his subcontractors or by any other person or persons.

4.40 LIABILITY OF TOWN.

No person, firm or corporation, other than the Contractor, who signed this contract as such, shall have any interest herein or rights hereunder, no claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

4.41 RETURN OF DRAWINGS.

All drawings furnished by the Town or the Superintendent, B.C.& M. to the Contractor may be used only in connection with the prosecution of the work and shall be returned by the Contractor upon completion of the work.

4.42 CLEANING UP.

The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operations under the contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the work and the site clean and ready for use.

The Contractor shall keep all street and sidewalk pavements clear of stone, earth, mud, debris and other materials which may result from the Contractor's operation.

4.43 LEGAL ADDRESS OF CONTRACTOR.

The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the post office department or the delivery at either designated address of any letter, notice or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Superintendent, B.C.& M. Service of any notices, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

4.44 HEADINGS.

The headings or titles of any section, article, paragraph, provision or part of the contract documents shall not be deemed to limit or restrict the content, meaning or effect of such section, article, paragraph, provision or part.

4.45 MODIFICATION OR TERMINATION.

Except as otherwise expressly provided herein, the contract may not be modified or terminated except in writing, signed by the parties hereto.

4.46 GOVERNING LAW.

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

4.47 RESIDENT'S PREFERENCE.

The Contractor shall comply with the current provisions of Section 31-52 and 31-52a of the General Statutes of the State of Connecticut, a part of which is quoted below.

(A) PUBLIC BUILDINGS

"In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof, have been residents of the labor market area,
as

established by the labor commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof."

(B) PUBLIC WORKS PROJECTS OTHER THAN PUBLIC BUILDINGS

"In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six months prior to the date hereof have been residents of this State, and if no such person is available then to residents of other states."

- (C) The above provisions of Section 31-52 and 31-52a shall not apply where the State of Connecticut or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the Federal Government as a result of said sections or regulative procedures pursuant thereto.

4.48 PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE.

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

Each Contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's web site. The annual adjustments will be posted on the Department of Labor's web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (4.48) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000).

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

4.49 PAYMENT OF SUBCONTRACTORS.

As required by Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town for work under this contract, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Town.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

In witness whereof, the parties of this agreement have hereunto set their hands and seals as of the day and year first above written

TOWN OF GREENWICH, CONNECTICUT
BY

COMMISSIONER OF PUBLIC WORKS
(PARTY OF THE FIRST PART)

(CONTRACTOR)
BY

CONTRACTOR
(PARTY OF SECOND PART)

**CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR
IF A CORPORATION
FOR AGREEMENT**

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____ 20 _____,

BEFORE ME PERSONALLY CAME _____

TO ME KNOWN, WHO BEING BY ME FULLY SWORN, DID DEPOSE AND SAY AS FOLLOWS.

THAT HE RESIDES AT _____

AND IS THE _____

OF _____

the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of directors of said corporation, and that by the like order, he signed thereto his name and official designation.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES: _____

SECTION 5

*** CONTRACT BOND ***

PERFORMANCE, MAINTENANCE AND PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____, as principal, and _____

a corporation organized under the laws of the state of _____ and authorized to do business in the State of Connecticut as surety, are holden and firmly bound jointly and severally unto the TOWN OF GREENWICH, CONNECTICUT, thereafter referred to as the Town, a territorial corporation located in the County of Fairfield, in the penal sum of _____ Dollars(\$ _____), to be paid to it or its certain attorney, successors or assigns, to which payment well and truly to be made, we the said obligors to bind ourselves, and each of us, our heirs, executors, administrators and successors firmly by these presents.

IN WITNESS WHEREOF we have hereunto set or caused to be set our respective hands, names and seals this _____ day of _____ 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named principal has entered into a certain written contract with the TOWN OF GREENWICH, CONNECTICUT, dated the _____ day of _____ 20__, for _____ CONTRACT NO. _____ the

FABRIC BUILDING at GREENWICH POINT Construction Project according to the plans, specifications, and other contract documents prepared by the Superintendent, Building Construction and Maintenance Division of the Department of Public Works, Town of Greenwich, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said principal shall well and faithfully perform said contract according to its provisions and fully indemnify and save harmless the Town from all cost and damages which the Town may suffer by reason of failure so to do, and shall pay for all equipment, appurtenances, materials and labor furnished, used or employed in the execution of said contract, and shall indemnify and save harmless the Town from all suits or claims of any nature or description against the Town by reason of any injuries or damages sustained by any person or persons on account of any act or omissions of said principal, his servants or agents, or his subcontractors in the construction of the work or in guarding the work, or on account of the use of faulty or improper materials, or by reason of claims under the workmen's compensation laws or laws by any employee of the principal or his subcontractors or by reason of the use of any patented material, machinery, device, equipment, process, method of construction or design in any way involved in the work and shall

indemnify the Town against such defective workmanship, material and equipment as may be discovered within one (1) year after completion and final acceptance of the work, and shall make good in such defective workmanship and material as may be discovered within said period of one year, then this obligation shall be void, otherwise to remain in full force and effect.

The surety hereby stipulates and agrees that any modifications, omissions or additions in or to the terms of the aforesaid contract, or in or to the plans or specifications therefore, or any extension of time shall in no way affect the obligation of the surety under this bond, the surety hereby waiving any and all rights to any notice of any such modifications, omissions, changes, additions or extensions.

CONTRACTOR _____

By _____

SURETY _____

By _____

**CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR
IF A CORPORATION
FOR CONTRACT BOND**

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____ 20 _____,

BEFORE ME PERSONALLY CAME _____

TO ME KNOWN, WHO BEING BY ME FULLY SWORN, DID DEPOSE AND SAY AS FOLLOWS.

THAT HE RESIDES AT _____

AND IS THE _____

OF _____

the corporation described in and which executed the foregoing instrument that he knows the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of directors of said corporation, and that by the like order, he signed thereto his name and official designation.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES _____

SECTION 6
GENERAL CONDITIONS

<u>TITLE</u>	<u>ARTICLE</u>
INTRODUCTION TO THE TECHNICAL SPECIFICATIONS	6.1
DEFINITIONS	6.2
ABBREVIATIONS	6.3
HANDLING AND DISTRIBUTION	6.4
MATERIALS - SAMPLES - INSPECTIONS - APPROVAL	6.5
INSPECTION OF WORK AWAY FROM SITE	6.6
CONTRACTOR'S SHOP AND WORKING DRAWINGS	6.7
OCCUPYING PRIVATE LAND	6.8
INTERFERENCE WITH AND PROTECTION OF STREETS	6.9
STORAGE OF MATERIALS AND EQUIPMENT	6.10
INSUFFICIENCY OF SAFETY PRECAUTIONS	6.11
SANITARY REGULATIONS	6.12
LINES, GRADES AND MEASUREMENT	6.13
DIMENSIONS OF EXISTING STRUCTURES	6.14
WORK TO CONFORM	6.15
COMPUTATION OF QUANTITIES	6.16
PLANNING AND PROGRESS SCHEDULES	6.17
PRECAUTIONS OF ADVERSE WEATHER	6.18
UNDERGROUND INSTALLATIONS	6.19

6.1 INTRODUCTION TO THE TECHNICAL SPECIFICATIONS.

The Technical Specifications shall apply to the various items of work which constitute the construction contemplated under this Contract except as supplemented and/or amended by Supplemental Technical Specifications. In cases of conflict between the Technical Specifications and the Supplemental Technical Specifications, the provisions of the Supplemental Technical Specifications shall apply.

To avoid excessive overlapping and repetition, there are certain sections and items that are referred to in other sections. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm; utility and sewer; manhole and catch basins; structure and culvert; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Further, it is provided that whenever anything is, or is to be, done if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted reserved, suspended, established, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned", it shall be understood as if the expression were followed by the words "by the Superintendent, B.C.& M." or "to the Superintendent, B.C.& M.".

Within the Technical and/or Supplemental Technical Specifications of this Contract the following definitions shall apply:

1. STANDARD SPECIFICATIONS: Shall mean the State of Connecticut, Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 814A or Form 815, as applicable, dated 1995". Only those portions of the Standard specifications that are referred to in the "**MATERIALS**" and/or "**CONSTRUCTION METHODS**" section of this Contract's Technical and/or Supplemental Technical Specifications, not supplemented and/or amended therein, shall apply. Within the referred to portions of the Standard Specifications wherein the following terms are used they shall mean respectively;

State, Town, Owner,
Department, Commissioner

The Commissioner of Public Works
The Town of Greenwich, Connecticut
or other duly authorized representative

Architect and/or Superintendent

The Superintendent, B.C. & M.
Department of Public Works
Building Construction & Maintenance Division
The Town of Greenwich, Connecticut
or other duly authorized representative

Inspector

Resident Project Representative of
the Department of Public Works
Building Construction & Maintenance Division
The Town of Greenwich, Connecticut
or other duly authorized representative

Laboratory

Laboratory designed by the Superintendent

Special Provisions

Supplemental Technical Specifications

2. APPLICABLE SAFETY CODES: Shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor. Occupational Safety and Health Administration's "Occupational Safety and Health standards" and "Safety and Health Regulations for Construction", the State of Connecticut, Labor Department, "Construction Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirements.

3. **ITEMS:** Reference within the text of these Specifications to items without a number but title only are Technical Specification Items within this contract. Sections for Articles referred to with a number refer to the State of Connecticut Department of Transportation, Bureau of Highways specification Sections or Articles.
4. **LOCAL REGULATORY AGENCY(IES):** Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsible for a particular municipality having jurisdiction over or responsibility for a particular activity within the scope of this Contract.
5. **"THESE SPECIFICATIONS":** Where used in the text of the Technical Specifications items shall mean the Technical Specifications for this contract.
6. **BID PROPOSAL ITEMS:** Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal items shall have the same basic alpha-numeric designation as the same items in the specifications with significant suffixes added as required.

6.2 DEFINITIONS.

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings, the words 'As Directed', 'As Required', 'As Ordered', 'As Permitted', or words of like import are used, it shall be understood that the direction, order, request, requirements, or permission of the Superintendent, B.C.& M. is intended. Similarly, the words 'Approved', 'Acceptable', 'Satisfactory', and words of like import shall mean approved by, acceptable to, or satisfactory to the Superintendent, B.C.& M..

ELEVATION

The figures given on the drawings or in the other contract documents after the word 'Elevation' or abbreviation of it shall mean the distance in feet above datum adopted by the Superintendent, B.C.& M..

ROCK

The word 'Rock' wherever used as the name of any excavated material or material to be excavated, shall mean only boulders and pieces of concrete or masonry exceeding one (1) cubic yard in volume, or solid ledge rock which, in the opinion of the Superintendent, B.C.& M., requires, for its removal, drilling and blasting, wedging, sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as 'Rocks'.

EARTH

The word 'Earth', wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

6.3 ABBREVIATIONS.

Where any of the following abbreviations are used in the specifications, they shall have the meaning set forth opposite each.

AASHO	AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS
ACI	AMERICAN CONCRETE INSTITUTE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ASA	AMERICAN STANDARDS ASSOCIATION
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERING
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
NEC	NATIONAL ELECTRICAL CODE, LATEST EDITION
CONN-DOT	STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, FORM 815, 1995

6.4 HANDLING AND DISTRIBUTION.

The Contractor shall handle, haul and distribute all materials and all surplus material on the different portions of the work, as necessary or required, shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

6.5 MATERIALS.

Samples - inspection - approval. Unless otherwise expressly provided on the drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All material and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Superintendent, B.C.& M.. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Superintendent, B.C.& M.

As soon as possible after execution of the agreement, the Contractor shall submit to the Superintendent, B.C.& M. the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Superintendent, B.C.& M. to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Superintendent, B.C.& M. to identify and evaluate the particular product and to determine whether it conforms to the contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Superintendent, B.C.& M. so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Superintendent, B.C.& M. deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed and shipped by the approved molds for making concrete test cylinder. Except as otherwise expressly specified, with technical specifications, the Town shall make arrangements for, and pay for the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Superintendent, B.C.& M. by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separately from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation into the work. The consequence of his failure to do so shall be the Contractor's sole responsibility

When required, the Contractor shall furnish to the Superintendent, B.C.& M. triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment, performance rating and concrete data.

After approval of the samples, data, etc., the materials and equipment used on the work shall in all respects conform therewith.

6.6 INSPECTION OF WORK AWAY FROM THE SITE.

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Superintendent, B.C.& M. of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Superintendent, B.C.& M. in ample time so that the necessary arrangements for the inspection can be made.

6.7 CONTRACTOR'S SHOP AND WORKING DRAWINGS.

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Superintendent, B.C.& M. to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated especially for the contract until the required shop and working drawings have been submitted as hereinabove provided as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work (such as the construction of foundations), the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Superintendent, B.C.& M. by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor and building, equipment, or structure to which the drawings apply, and shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Superintendent, B.C.& M., the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Superintendent, B.C.& M. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one marked-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

6.8 OCCUPYING PRIVATE LAND.

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Superintendent, B.C.& M.

6.9 INTERFERENCE WITH AND PROTECTION OF STREETS.

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Superintendent, B.C.& M. and to the proper authorities. See 'Agreement', Article 4.42, 'Clean Up'.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Department in writing, with a copy to the Superintendent, B.C.& M., if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

6.10 STORAGE OF MATERIALS AND EQUIPMENT.

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

6.11 INSUFFICIENCY OF SAFETY PRECAUTIONS.

If at any time, in the sole judgment of the Superintendent, B.C.& M., the work is not properly lighted, barricaded, or in any other respects safe in regard to public travel, persons on or about the work, or public or private property, the Superintendent, B.C.& M. shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Superintendent, B.C.& M. may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Superintendent, B.C.& M. or Town in so doing. Such action of the Superintendent, B.C.& M., or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Superintendent, B.C.& M. acting under authority of this article or for failure to comply with the provisions of any state or federal occupational safety and health laws, rules or regulations.

6.12 SANITARY REGULATIONS.

When deemed necessary by the Superintendent, B.C.& M., the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Superintendent, B.C.& M. shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

6.13 LINES, GRADES AND LAYOUT OF WORK.

The Town shall provide the Contractor with a convenient base line and bench mark and it shall be the Contractor's responsibility to lay out his work as required to construct the work and/or as directed by the Superintendent, B.C.& M. Layout plan to be prepared by the Superintendent, B.C.& M. and provided to the Contractor prior to construction.

6.14 DIMENSIONS OF EXISTING STRUCTURES.

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

6.15 WORK TO CONFORM.

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Superintendent, B.C.& M. and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Superintendent, B.C.& M.

All work done without instructions having been given therefore by the Superintendent, B.C.& M., without proper lines or levels, or performed during the absence of the Superintendent, B.C.& M., will not be estimated or paid for except when such work is authorized in writing by the Superintendent, B.C.& M. Work, not so authorized, may be ordered uncovered or taken down, removed and replaced at the Contractor's expense.

6.16 COMPUTATION OF QUANTITIES.

For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument precision adapted to the measurement of such areas.

It is further agreed that the computation of the volume prisms shall be by the method of average end areas.

6.17 PLANNING AND PROGRESS SCHEDULES.

Before starting the work and from time to time during its progress, as the Superintendent, B.C.& M. may request, the Contractor shall submit to the Superintendent, B.C.& M. a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Superintendent, B.C.& M. (A) a written schedule fixing the respective dates for the start and completion of various parts of the work. Each such schedule shall be subject to review, approval and change by the Superintendent, B.C.& M. from time to time during the progress of the work.

6.18 PRECAUTIONS DURING ADVERSE WEATHER.

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Superintendent, B.C.& M. may suspend construction operations at any time when, in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season.

6.19 UNDERGROUND INSTALLATIONS.

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc. will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper support shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

"CALL BEFORE YOU DIG," toll free, Statewide, 1-800-922-4455 at least 24 hours in advance of performing any excavation.

SECTION 7

NON-CONNECTICUT CONTRACTORS

- 1. State of CT Dept. of Revenue Services Notice, SN 2012 (2) (pp. 54-58)**
- 2. Form AU-964, Surety Bond and Release (pp. 59-60)**



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

25 Sigourney Street Ste 2
Hartford CT 06106-5032

SN 2012(2)

SPECIAL NOTICE

2011 Legislative Changes to the Procedures Governing Nonresident Contractors

Purpose: This Special Notice explains the amendments made to Conn. Gen. Stat. §12-430(7) during the 2011 regular session of the Connecticut General Assembly affecting the requirement for nonresident contractors to provide bonds.

This Special Notice has been updated from a previous version to include guidance on remitting to the Department of Revenue Services (DRS) amounts held back from an unverified subcontractor by a prime or general contractor.

Effective Date: Effective for contracts commencing on and after October 1, 2011.

Statutory Authority: Conn. Gen. Stat. §12-430(7) as amended by 2011 Conn. Pub. Acts 61, §66; Conn. Gen. Stat. §12-35; Conn. Gen. Stat. §12-415; Conn. Gen. Stat. §12-430(1).

Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: *verified* and *unverified*. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with DRS, and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a **single** surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire

project is \$250,000 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that the contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due to the contractor under the contract.

- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes **Form AU-968, Certificate of Compliance**, from DRS. A **Form AU-968** authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.
- Compliance with the provisions of Conn. Gen. Stat. § 12-430(7) relieves the person doing business with a nonresident contractor from liability for the nonresident contractor's withholding tax liability or liability for sales or use tax on materials and consumables. It does not relieve the person doing business with a nonresident contractor from liability for sales or use tax on purchases of services.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor. This is now replaced by the procedures described above.

As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

Definitions:

Nonresident contractor means a contractor or subcontractor who does not maintain a regular place of business in Connecticut.

Resident contractor means a contractor or subcontractor who maintains a regular place of business in Connecticut.

Regular place of business means:

- Any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner; **and** that is
- A place continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name.

A regular place of business **does not include**:

- A place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction;
- Locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours; **or**
- An office maintained, occupied, and used by a person affiliated with a contractor.

Verified contractor means a nonresident contractor or subcontractor who:

- Is registered for all applicable taxes with DRS;
- Has filed all required tax returns with DRS;
- Has no outstanding tax liabilities to DRS; **and**
- Has submitted a **Form AU-960, Nonresident Contractor Request for Verified Contractor Status**, and has been verified by DRS to meet the above requirements, plus either:
 1. Has been registered for all applicable taxes with DRS for at least three years preceding the contract; **or**
 2. Posts with DRS a good and valid verification bond using **Form AU-961, Verification Bond**.

Unverified contractor means a nonresident contractor or subcontractor who is not a verified contractor.

Subcontractor means a person who is engaged in contracting real property work and who contracts with a prime or general contractor to perform all or any part of the contract of the prime or general contractor, or who contracts with a subcontractor

who has contracted to perform any part of the contract entered into by the prime or general contractor.

Prime or general contractor includes (i) any person who contracts with the owner, lessee or other person having authority to enter into a contract involving the premises or property that is the subject matter of the contract, to perform services or furnish materials, or both, for the construction, alteration or improvement of any real property or project, or (ii) any person who owns or leases real estate for the purpose of developing the real estate other than for his or her own occupancy, and who, in the development of the real estate, contracts, alters or makes improvements on it.

Contract price means the total contract price, including deposits, amounts held as retainage, costs for any change orders, or charges for add-ons.

Person doing business with a nonresident contractor (referred to below as *customer*) means **any** person who makes payments of the contract price to a nonresident contractor, and includes, but is not limited to property owners, governmental, charitable or religious entities, and resident or nonresident general contractors or subcontractors. An owner or tenant of residential real property is not a person doing business with a nonresident contractor and is not required to comply with the provisions of Conn. Gen. Stat. §12-430(7).

Commencement of the contract means the time when the nonresident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts. If a change order is made after the commencement of the original contract, the change order commences when it is signed by the nonresident contractor, but, in any event, occurs no later than when the work under the change order actually starts.

Completion of the contract means the time when the nonresident contractor makes the final periodic billing for the contract. The final periodic billing may be due before payment of any retainage becomes due. If a change order is made after the final periodic billing for the original contract, the change order is complete when the nonresident contractor bills for the change.

Residential real property means real property used exclusively for residential purposes and consisting of three or fewer dwelling units in one of which the owner or tenant resides.

Certificate of compliance means a certificate issued to an unverified subcontractor by DRS, exonerating

the subcontractor from sales or use taxes owed by the subcontractor under Chapter 219 of the Connecticut General Statutes and any income tax withholding owed by the subcontractor pursuant to Chapter 229 of the Connecticut General Statutes, but only to the extent that these taxes arise from the activities of the subcontractor on the project for which the certificate was required.

Customer of an Unverified Prime or General Contractor: The customer of an unverified prime or general contractor must obtain proof that the contractor has posted a surety bond with DRS. Failure to do so leaves the customer liable for payment of any sales and use taxes and any income tax withholding owed by the unverified contractor arising from the activities of the contractor on the project, up to 5% of the contract price required to be paid to the unverified contractor.

However, compliance with the provisions of Conn. Gen. Stat. §12-430(7) does not relieve the customer of the customer's liability for use taxes due on purchases of services from the unverified contractor.

Unverified Prime or General Contractor Must File a Bond: An unverified prime or general contractor must file a surety bond with DRS in an amount equal to 5% of the contract price. DRS has issued **Form AU-964, *Surety Bond and Release***, which must be used to post that bond.

DRS will release the surety bond once the contract is complete and the unverified prime or general contractor establishes that it has paid all taxes it owes in connection with the contract and that its unverified subcontractors have paid all of the taxes that they owe in connection with the contract.

Otherwise, DRS will release the surety bond once the contract is complete and the unverified prime or general contractor establishes that it has:

1. Paid all taxes it owes in connection with the contract;
2. Held back an amount equal to 5% of the payments being made by the contractor in connection with the contract to its unverified subcontractors; **and**
3. Paid over amounts held back from unverified contractors to the extent that DRS has issued certificates of compliance for full or partial release of such amounts, and remitted to DRS any amounts held back that have not been authorized by DRS to be released to the unverified contractors. See the section of this publication

titled *Release or Remittance of Amounts Held Back*, for the procedures to release held back payments to the unverified subcontractors.

Hold Backs Required by All Prime or General Contractors from Payments to Unverified Subcontractors: Prime or general contractors, whether resident, verified, or unverified, doing business with unverified subcontractors on projects over \$250,000 must hold back an amount equal to 5% of the payments required to be made to the subcontractor until the subcontractor provides a *Certificate of Compliance* authorizing full or partial release of the amount held back.

The prime or general contractor must provide notice of the requirement to hold back to the unverified subcontractor not later than the time of commencement of work under the contract by the subcontractor.

The amount held back from unverified subcontractors is deemed to be held in a special fund in trust for the state. An unverified subcontractor does not have any right of action against a prime or general contractor with respect to any amount held back in compliance or intended compliance with Conn. Gen. Stat. §12-430(7).

Release or Remittance of Amounts Held Back: When all work is completed under a contract, the amount held back will be released to the unverified subcontractor or remitted to DRS depending on the following:

1. Unverified subcontractor **DOES** submit **Form AU-967, *Request for Certificate of Compliance***, to DRS:

An unverified subcontractor requests DRS to issue Form AU-968 by submitting Form AU-967. DRS will review the request in the context of generally accepted construction industry cost guidelines for the scope and type of construction project. DRS will issue one of the following not later than 120 days after Form AU-967 and all required documents are received:

- A. Certificate of Compliance (AU-968):

If DRS issues Form AU-968, to the unverified subcontractor and the prime or general contractor authorizing full or partial release of held back amounts, the prime or general contractor must pay over the released amount to the subcontractor and must remit any unreleased amount to DRS. The prime or general contractor remits the unreleased

amount on **Form OS-114, Sales and Use Tax Return**, Line 6 on the first return due after the issuance of the Certificate of Compliance.

B. Denial of Certificate of Compliance and Remittance of Holdback (AU-970)

If DRS denies the request a **Form AU-970, Denial of Certificate of Compliance and Remittance of Holdback**, will be issued to the unverified subcontractor and the prime or general contractor. The prime or general contractor must remit the total amount held back to DRS on Form OS-114, Line 6. This held back amount must be reported on the first return due after the issuance of the Denial of Certificate of Compliance and Remittance of Holdback.

2. Unverified subcontractor DOES NOT submit Form AU-967 to DRS.

If the unverified nonresident subcontractor does not submit Form AU-967 to the prime or general contractor for endorsement within 90 days of the completion date, then the prime or general contractor must remit the amount held back to DRS on Form OS-114, Line 6, on the first return due after the 90 day period following the completion of the contract.

The calculation used to arrive at the amount to be included on Form OS-114, Line 6 is:

<u>Amount Held Back</u> .0635	= Taxable Amount to be included on Line 6
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Example: If the Total Contract Amount is \$300,000, then the Amount Held Back is \$15,000 (300,000 X .05). The amount to be included on Line 6 is \$236,220.47 (15,000 / .0635).

The prime or general contractor will not be liable for any claim by DRS for taxes of the unverified subcontractor arising from the activities of the subcontractor on the project when the prime or general contractor pays over to the subcontractor the amount authorized by the Form AU 968. Furthermore, when the prime or general contractor pays over to DRS the unreleased hold back amount, the prime or general contractor will not be liable for any claim by the subcontractor for the amount paid over to DRS.

The prime or general contractor doing business with the nonresident contractor must keep supporting documentation with the tax return on which it was reported. If the prime or general contractor fails to timely remit to DRS any amount that was unclaimed by, or not released by DRS to the unverified

subcontractor, the prime or general contractor will be subject to applicable interest and penalties under Chapter 219 of the Connecticut General Statutes.

Disclosures by DRS Authorized under Conn. Gen. Stat. §12-430(7): Notwithstanding the provisions regarding confidentiality of tax return information under Conn. Gen. Stat. §12-15, DRS is authorized to:

- Verify whether or not a nonresident contractor or subcontractor is a verified contractor;
- Disclose to a person doing business with an unverified subcontractor who is required to hold back amounts from payments to the unverified contractor whether a Form AU-986 has been requested by or issued to the subcontractor by DRS; DRS may disclose a copy of the certificate to the person doing business with the unverified subcontractor;
- Disclose to a person doing business with an unverified prime or general contractor whether a good and valid surety bond has been posted with DRS; and
- Verify whether or not any contractor or subcontractor is a resident contractor.

Effect on Other Documents: This Special Notice modifies and supersedes **Special Notice 2011(17), 2011 Legislative Changes to the Procedures Governing Nonresident Contractors**, and modifies and supersedes **Informational Publication 2006(35), Building Contractors' Guide to Sales and Use Taxes**, to the extent it discusses the provisions of Conn. Gen. Stat. §12-430(7).

Effect of This Document: A Special Notice announces a new policy or practice in response to changes in state or federal laws or regulations or to judicial decisions. A Special Notice indicates an informal interpretation of Connecticut tax law by DRS.

For Further Information: Call DRS during business hours, Monday through Friday:

- **1-800-382-9463** (Connecticut calls outside the Greater Hartford calling area only); or
- **860-297-5962** (from anywhere).

TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.

For questions regarding the nonresident contractor bond law, call 860-541-7538.

Forms and Publications: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms and publications.

Paperless Filing/Payment Methods (fast, easy, free, and confidential):

Business and individual taxpayers can use the **Taxpayer Service Center (TSC)** at www.ct.gov/TSC to file a variety of tax returns, update account information, and make payments online.

File Electronically: You can choose to get first-time filer information and filing assistance, or can log directly into the *TSC* to file returns and pay taxes.

Pay Electronically: You can pay taxes for tax returns that cannot be filed through the *TSC*. Log in and select the **Make Payment Only** option. Designate a payment date up to the due date of the tax and mail a paper return to complete the filing process.

DRS E-Alerts Service: Get connected to the latest news from DRS. Receive notification by email of changes to legislation, policies, and procedures. **DRS E-Alerts** provide information for employer's withholding tax, News – Press Releases, and Top 100 Delinquency List. Visit the DRS website at www.ct.gov/DRS and select e-alerts from the left navigation bar.

SN 2012(2)
Sales and use taxes
Withholding tax
Contractor bonds
Issued: 03/22/2012

**Form AU-964
 Surety Bond and Release**

Purpose: A registered nonresident prime or general contractor working in Connecticut, and a surety company licensed to do business in Connecticut, use **Form AU-964** to post a surety bond for a specific project over \$250,000 to ensure all taxes due to the State of Connecticut from the contract, including all subcontractors directly under the prime or general contractor are paid to Department of Revenue Services (DRS). Read the instructions on the reverse side before you complete this form. If you need assistance, call **860-541-7538**, Monday through Friday, during business hours.

Part I: Nonresident Prime or General Contractor Information		
Name	Connecticut Tax Registration No.	
Address (Street or PO Box, City, State, and ZIP Code)		
Part II: Customer of Nonresident Prime or General Contractor (owner, lessee, or other person having authority to enter into a contract)		
Name	Address (Street or PO Box, City, State, and ZIP Code)	
Part III: Surety Company Information		
Name	Bond No.	Bond Amount, 5% of Total Contract Price
Address (Street or PO Box, City, State, and ZIP Code)		
Part IV: Project Information <input type="checkbox"/> Check if this bond is for a change order.		
Physical Location of Project (Street, City or Town)		Name of Project
Commencement Date	Completion Date	Total Contract Price not to be less than \$250,000
<p>Conditions of the obligation for the project detailed above:</p> <ul style="list-style-type: none"> • The nonresident prime or general contractor has entered into a contract related to real property at a Connecticut location for a contract price of \$250,000 or more. • The nonresident prime or general contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid. • If the nonresident prime or general contractor pays all taxes, interest, and penalties within three years from the last day of the month succeeding the reporting period in which the contractor posted the bond, the bond expires; otherwise the obligation remains in full force. • This bond jointly and severally binds the nonresident prime or general contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation. 		
Nonresident Prime or General Contractor Declaration: I, an authorized agent of the nonresident prime or general contractor, declare under the penalty of law that I have examined Form AU-964 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.		
Print Name		Title
Authorized Signature		Date
Surety Company Declaration: I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this Form AU-964 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.		
Print Name	Title	Raised Seal:
Authorized Signature	Date	
~~ For DRS Use Only ~~		
Release by Authorized DRS Agent: I, an authorized agent of the DRS, have examined the tax liabilities covered by this Form AU-964 and am releasing the nonresident prime or general contractor named above and the surety named from this bond related to the project and timeframe described above. The DRS will retain the original copy of this form.		
Print Name	Title	Stamp:
Authorized Signature	Date	

Instructions

Part I: Enter the name and complete address of the nonresident prime or general contractor furnishing the bond. Include the nonresident prime or general contractor's Connecticut tax registration number.

Part II: Enter the name and complete address of the customer of the nonresident prime or general contractor.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number and bond amount, which must be 5% of the total contract price.

Part IV: Check the box if the bond is for a change order occurring after the bond for the initial contract was furnished to DRS. Enter the name of the project and the complete address including the street address and the city or town where the project is physically located. Enter the commencement date of this project or change order. Enter the date by which the nonresident prime or general contractor is expected to complete work on this project or change order. Enter, in words and figures, the total amount to be paid to the nonresident prime or general contractor under the contract. Indicate if this amount is an estimate. This amount cannot be for a contract less than \$250,000.

Declarations: An authorized representative for the nonresident prime or general contractor and the surety company must sign and date the declaration on Form AU-964. The name of the nonresident prime or general contractor and the surety company must be exactly as it appears on the bond. The raised corporate seal of the surety company must be affixed by its signature on Form AU-964.

TECHNICAL SPECIFICATIONS
(pp. 62-64)

TOWN OF GREENWICH

REQUEST FOR BID #6998 DEADLINE: 6/13/13 AT 3:00 PM

FABRIC BUILDING AT GREENWICH POINT

BACKGROUND

The contractor shall construct and install a fabric building at Greenwich Point Park, at Tod's Driftway, Old Greenwich, CT per the following specifications and the drawing titled Tractor Shed, Greenwich Point Park, A1.1, dated 3/28/13.

GENERAL NOTES

- A. Dan Beeman, Assistant Superintendent of Building Construction & Maintenance Division, will coordinate all technical matters and job site access for the contractor. Tel. # (203) 622-0318.
- B. The Town will pre file and pay for the required building permit. The contractor will provide all necessary documents including his Workman's Compensation Certificate to transfer the permit over to them.
- C. The contractor shall provide a manufacturer's warranty for a minimum of 10 years on Fabric and 15 years on all frame materials and workmanship involved in completing this project.
- D. Greenwich Point Park is an open public park. Work is to be performed between 8:00 AM and 4:00 PM weekdays only. The contractor shall take all reasonable precautions to minimize excessive noise, vibration, and odors generated by work activities.
- E. The contractor and his employees will work in a courteous and workmanship like manner. The contractor shall properly dispose of all debris generated from this project at their expense.
- F. The contractor shall follow all the O.S.H.A. safety regulations in performance of this project.
- G. The contractor shall verify (measure) all field dimensions.

INSTALLATION

1. The contractor shall ensure that the building is to exact dimensions of the drawing titled Tractor Shed, Greenwich Point Park, A1.1.
2. Materials for the building must be fabricated in the U.S.A. and manufactured by one company with a minimum of 5 years documented experience manufacturing the specified building model under one business name.
3. Building shall be engineered to withstand 45 psf ground snow load and 100 mph, 3 sec gust. The design wind pressure shall be based on an exposure category of "C." In no event shall the wind load used in the design of the main wind force resisting system be less than 20 pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction.
4. The membrane and framework described in the following specification is to be mounted on the concrete block already existing in place. It is the contractor's responsibility to verify all field conditions as they pertain to size and level. The base plate anchoring must have a grout bed, leveling nuts, four 5/8" anchor bolts drilled into the concrete and attached with epoxy to minimum 8" embedment. The structure shall be capable of being erected on concrete and of accepting differential settlement of up to 1 1/2" between truss positions.
5. The structure shall be rectangular in shape, with open gable end walls. Both ends of the structure must be open. All materials used in the structure shall be new, without defects, and free of repairs. The membrane shall be tensioned over the framework. Membrane Tensioning Hardware: The fabric membrane shall be tensioned with load rated hardware. Hardware shall allow full and free rotation at the foundation connection to avoid fatigue of threaded assemblies. Membrane Tensioning Webbing: The membrane shall be tensioned with load-tested tie-downs.
6. No exterior purlins, guy ropes, or cables shall be used for anchoring the structure. To provide for structural stability and to provide for installation of accessory items, the main structural trusses shall be laterally braced by tubular purlins at intervals required by the truss design. The main structure shall consist of welded truss arches with parallel tube chords separated apart by webbing. Parallel tube cords are made from triple coated, in line galvanized structural steel tubing, cold-formed, and induction welded of modified grade carbon steel, providing a finished tubular product with exceptional mechanical and corrosion resistant properties. **Hot Dipped Galvanized pipe post fabrication will not be accepted.** Main support chords minimum of 2.375" tubing and 12 gauge. Maximum exterior height of building excluding the block wall foundation to be 13'6".

Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. The cables are manufactured using performed galvanized cables, sized with appropriate safety factors, as seen below:

3/16" diameter	4,200 lbs.
1/4" diameter	7,000 lbs.
5/16" diameter	9,800 lbs.
3/8" diameter	14,400 lbs.
1/2" diameter	22,800 lbs.

7. In order to provide, corrosion protection, all steel tube components, trusses, purling, and fastening tubes shall have their exteriors coated with a gloss finishing providing corrosion resistance of 1800 hours as per ASTM B117-90. The coatings shall be comprised of zinc and conform to ASTM B6, Standard Specifications for Zinc, High Grade (1.1.3.) and Special High Grade (1.1.2.).
 - a. Exterior: In-line galvanized to a normal coating zinc weight of 0.6 oz/ft². Chromate conversion coating applied over the galvanized surface to provide additional corrosion protection. Clear organic polymer applied as the top surface coat to retard oxidation, enhance surface appearance, and provide a primer for subsequent painting or powder coating processes as desired.
 - b. Interior: Full zinc based organic coating applied to 100% of the interior surface as a corrosion barrier.
8. Wind and Frame Bracing: The structure shall be appropriately stabilized with wind bracing cable as well as any required secondary node restrain assemblies so as to efficiently transfer wind, snow, and seismic induced stress to the foundation/anchoring systems to meet design requirements on drawing titled Tractor Shed, Greenwich Point Park, A1.1. The end bays of the structure shall be designed to be X-braced early during installation to allow for permanent stability of frame during installation.
9. Connections between structural elements shall be designed so as to transfer the compressive and tensile forces present in a given joint. A minimum of Grade 5 bolts shall be used at each truss chord joint. Primary axial steel, secondary purlins, and end wall frame connections shall be made with a minimum of Grade 5 hex bolts, carriage bolts, and self drilling screws.
10. The roof membrane shall form a weather tight shell over the structural frame. The membrane shall be assembled and tensioned in a manner to minimize wrinkles in hot and cold temperatures. The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame such that the system has remaining range of adjustment. The structure shall be clad with a **white** flame retardant polyolefin fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The polyolefin membrane fabric shall be waterproof and free from defects. All roofs, walls, end walls, and connecting sections shall be weather tight. The material scrim and coating must be UV stabilized and must carry a minimum 10-year manufacturer's warranty. The minimum fabric specification is as follows:

Total Fabric Weight	12.0 oz/yd ² (407g/m ²) +/- 5%
Coating Thickness	4 mil average, each side
Finished Thickness	23 mils (ASTM D5199)
Grab Tensile Strength	355 lbs (ASTM D5034)
Strip Tensile Strength	270 lbs/in (ASTM D5035)
Tongue Tear Strength	115 lbs (ASTM D2261)
Trapezoidal Tear	95 lbs (ASTM D-4533)
Mullen Burst	675 psi (ASTM D3786)
Cold Crack Resistance	-60°C (ASTM D2136)
UV Resistance & Weathering	>90% retention after 2000 hours (ASTM G151)

11. The contractor will submit design drawings for approval prior to proceedings with any ordering of material and or fabrication of this project.

