

# Town of Southington

## Parks Department

ANNETTE S. TURNQUIST, P.E.  
TOWN ENGINEER

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ASSISTANT SUPERINTENDENT



75 MAIN STREET

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### **INVITATION TO BID**

The Town of Southington is currently accepting bids for the re-plastering of the floor of the pool at Recreation Park on Maxwell Noble Drive in Plantsville. The area of the floor is 4,960 square feet. Any necessary removal of the existing plaster shall be included. Completion of this project must be on or prior to May 20, 2016.

A mandatory pre-bid meeting will be held at Recreation Park at 9:30 a.m. on Monday, February 22, 2016.

Sealed bids are due in the Town Manager's office, 75 Main Street, by 10:00 a.m. on Tuesday, March 8, 2016. A bid bond in the amount of 5% must be submitted with the bid. "Recreation Park Pool Re-plastering" must be written on the outside of the envelope.

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

Contract documents for the above project may be obtained on the Town of Southington's website, [www.southington.org](http://www.southington.org) as well as on the State of Connecticut Portal.

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

Performance and Payment Bonds in the full amount of the contract price will be required of the successful bidder.

The Town of Southington reserves the right to reject any and all bids.

Please contact Annette S. Turnquist, Town Engineer, at 860-276-6231 with any questions.

**BID FORM**

The Town of Southington is currently accepting bids for the re-plastering of the floor of the pool at Recreation Park on Maxwell Noble Drive in Plantsville. The area of the floor is 4,960 square feet. Any necessary removal of the existing plaster shall be included. Completion of this project must be on or prior to May 20, 2016.

Please submit three separate prices for the entire job with the following surface options.

- 1) White Plaster \$ \_\_\_\_\_
- 2) Pebble Fina (or equal) \$ \_\_\_\_\_
- 3) Pebble Sheen/Pebble Tec (or equal) \$ \_\_\_\_\_

Alternate #1: Please submit three separate prices for any necessary existing plaster removal and resurfacing of the pool steps, 75 square feet.

- 1) White Plaster \$ \_\_\_\_\_
- 2) Pebble Fina (or equal) \$ \_\_\_\_\_
- 3) Pebble Sheen/Pebble Tec (or equal) \$ \_\_\_\_\_

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Please contact Annette S. Turnquist, Town Engineer, at 860-276-6231 with any questions.

## BID INSTRUCTIONS AND GENERAL CONDITIONS

1. Each bidder's proposal shall include, completed in full, ***the Bid Proposal Form, a bid bond in the amount of 5%, the bidder's Project References, the Equipment List, the Non Collusion Affidavit, the New Vendor Disclosure Statement***, and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words **"Bid Proposal, Recreation Park Pool Replastering, the Bidder's Name, and the Date and Time of the Bid Opening,"** in order to guard against premature opening of the bid.
2. Bids must be made out and signed in the name of the person or business entity which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
3. Bids received later than the time and date specified shall not be considered. Bidders are cautioned that it is the responsibility of each individual bidder to assure that his bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.
4. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn.
5. Unbalanced bids shall not be considered in awarding contract.
6. The successful bidder will be determined from the lowest, qualified, reasonable, and responsible base bid amount. The Town of Southington shall determine what constitutes qualified, reasonable, and responsible.
7. The Town of Southington reserves the right to reject any or all bids, and to waive informalities or technical defects.
8. Goods and services provided to the Town of Southington are exempt from Federal Excise Taxes and the Sale and Use Tax of the State of Connecticut.
9. The bidder agrees that this bid shall remain open for acceptance for sixty (60) days after the opening and no bidder may withdraw his bid within said time period.
10. Bids must be accompanied by a surety bond in the amount of five percent (5%) of the total bid price payable to the Town of Southington. The bond shall be in the form of a certified check or Bid Bond. Said bond shall be returned to the unsuccessful bidders upon award of the contract or, if no award has been made, within ninety (90) days after the opening of bids. If the successful bidder fails to

execute the contract and furnish the required bonds including insurance coverage within fourteen (14) calendar days after he has received notice of the acceptance of the bid, the bond shall be forfeited to the Town. Upon receipt of a payment bond, and a performance bond from the successful bidder, said bond shall be returned.

11. The successful bidder must furnish a performance bond and a payment bond in the amount of the contract price. The bonds shall be executed by the bidder as principal with a surety satisfactory to the Town.
12. The successful bidder must furnish a New Vendor Form and W-9 form.
13. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract in the amounts specified in the Special Provisions. He shall designate the Town as an additional named insured in his general liability policy, and shall furnish the Town with a certificate or other proof of insurance which he, as part of this contract, must carry. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.
14. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Statement of Bidders Qualifications, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
15. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.
16. The successful bidder must be prepared to execute the contract within fourteen (14) calendar days after receipt of notice of the award of the contract.
17. The successful bidder must agree to fully complete all work by May 20, 2016.
18. If the contractor is delayed in the completion of the work by changes ordered in the work, or by weather conditions, strikes, lockouts, fire, unusual delay by common carriers or other causes beyond the contractor's control, he shall make a written request for an extension of time within which the contract may be

completed. Such request shall be submitted to the Town not less than ten (10) days before the date on which the work described in the contract is to be completed. Any such extension shall be in writing, and signed by the Town's representative.

19. Upon completion of the project, the contractor shall submit a statement (minus retainage) for payment which shall be paid after approval of same by the Town Manager and following receipt of all lien waivers. Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.
20. The Town shall retain an amount equal to two percent (2%) of the final contract price for one year from time of contract completion. This retainage shall serve as a one year guarantee on all work associated with this contract and shall be used to correct any construction deficiencies which may arise for one year following completion of this contract.
21. Prior to final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.
22. 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 30 days after such labor performed or for materials furnished.
23. The Town Building Department shall perform all construction inspection. The contractor is to notify the Town Engineer of any discrepancies as they arise, and proceed as directed.
24. The Town Engineering and Building Departments must be given 24 hours notice to complete inspection. Notice applies to consecutive Town recognized work days. Inspectors are not available on weekends and Town approved holidays. Activities requiring Town inspections (i.e. paving, concrete pours, backfilling, etc.) must be accomplished when inspectors are available. **It is the contractor's responsibility to verify holidays and no-inspection coverage ahead of time.**
25. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by written change order signed by the Town's representative. If such changes affect work for which a lump sum price is fixed, the written change order shall specify the amount by which the lump sum shall be increased or decreased. If such

changes affect work for which a unit price is set, payment for such work shall be based on measured final quantities and not estimated quantities. Final measured quantities shall be based on pay limits as established by the plans and specifications for this contract. There shall be no adjustment of the *unit prices* if final measured quantities vary from the estimated quantities.

26. The Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146.
27. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project.
28. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
29. Title VI requirements necessitate the availability of translators for those with limited English proficiency. All contractors who have contracted with the Town of Southington shall be responsible to maintain this policy during the contractual relationship. The contractor shall also maintain this policy in dealing with its subcontractors and the Town Attorney's Office has the right to review with any contractor the adherence to this policy whether through the master contract or a subcontractor. If any prospective contractor requires any assistance for language purposes, please contact:

Spanish:	Ralph/Aida Diaz at 860-276-8875
Polish:	Walter Kizilski at 860-621-2155
Italian:	Tina Riccio at 860-621-9148

END OF INSTRUCTIONS AND GENERAL CONDITIONS

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

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The bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done and to give references that will enable the Owner to judge his experience, skill, and business standing (provide contact name for project and telephone number).

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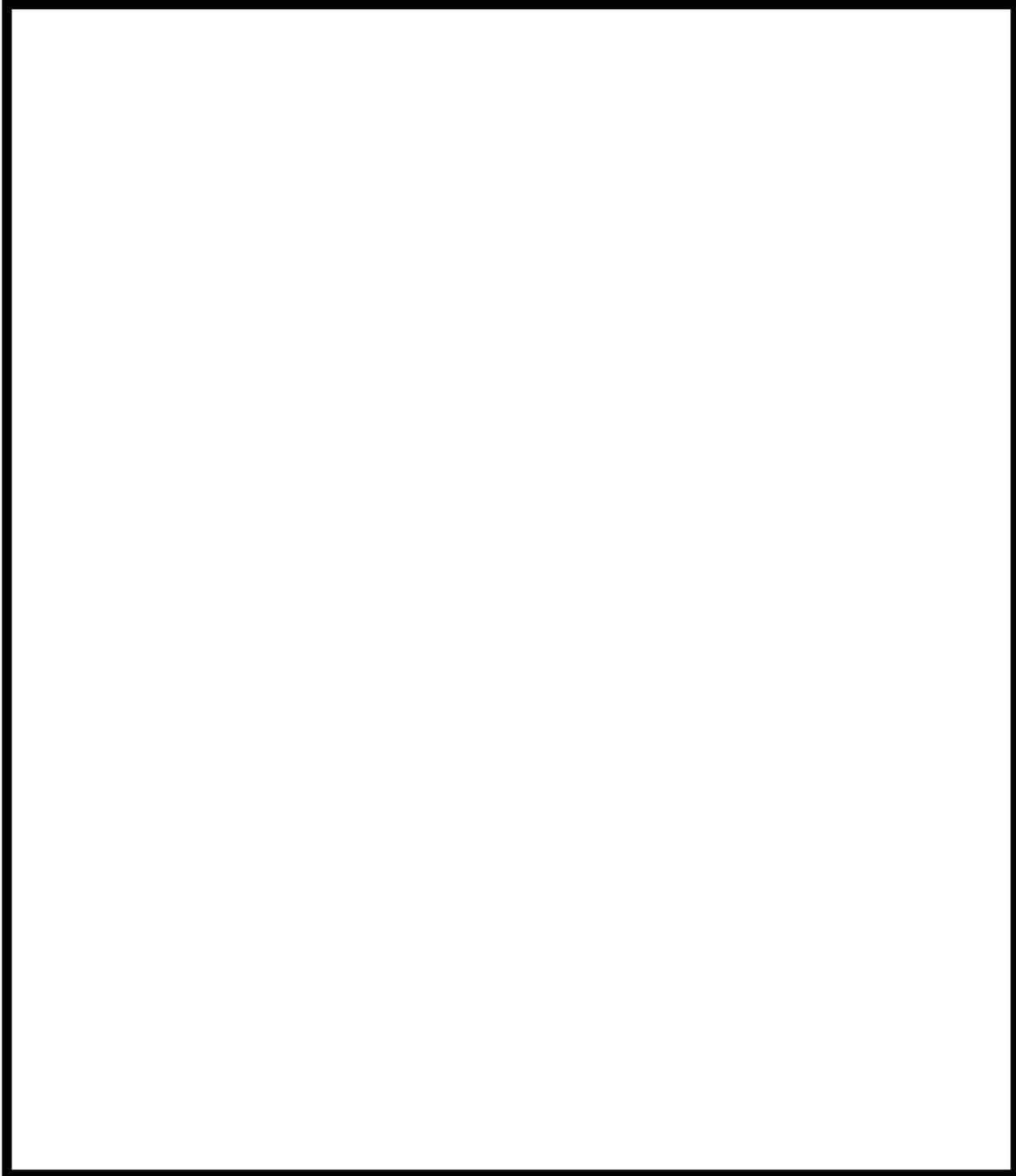
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(Add supplementary page if necessary.)

## EQUIPMENT LIST

List below all equipment that shall be used to complete the project described in this price proposal form. This list must be complete; describe all equipment as to type and size. The following forms must be submitted with the Price Proposal Form.

A large, empty rectangular box with a thick black border, intended for the user to list all equipment to be used for the project. The box is currently blank.

PROJECT REFERENCES


(Please attach additional sheets if necessary.)

**NON COLLUSION AFFIDAVIT**

This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid.

A separate affidavit must be submitted by each principal of a Joint Venture.

**TOWN OF SOUTHLINGTON**

I, \_\_\_\_\_, acting in behalf of  
(Name of Person Signing Affidavit)

\_\_\_\_\_ of which I am (the) (a)  
(Name of Bidder i.e. Person or Organization)

\_\_\_\_\_, submitting a bid for the above project, certify and affirm in accordance  
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

\_\_\_\_\_ has neither directly or indirectly entered into  
(Name of Bidder i.e. Person or Organization)

any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

\_\_\_\_\_  
(Name of Bidder i.e. Person or Organization)

\_\_\_\_\_  
Signature and Title of Official

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

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

My Commission Expires \_\_\_\_\_ .

\*\*\*\*\*

**Certificate of Authority**

I, \_\_\_\_\_, certify that I am (the) (a) \_\_\_\_\_ of the  
(Name) (Title)

organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers

that require the seal; that \_\_\_\_\_, who signed said  
(Name)

instrument on behalf of the Organization was then (the) (a) \_\_\_\_\_  
(Title)

of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

\_\_\_\_\_ (Corporate Seal, if applicable)  
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

**TOWN OF SOUTHLINGTON  
NEW VENDOR FORM**

**For Finance Department Use**

Vendor #: _____
Date set up in system: _____

**Vendor Name:** \_\_\_\_\_

**Business Address:**

Street \_\_\_\_\_  
City \_\_\_\_\_  
State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

**Remit To** (if different than *Business Address*)

Street \_\_\_\_\_  
City \_\_\_\_\_  
State/Zip \_\_\_\_\_

**Attached W-9**

**Vendor Number Requested By:** \_\_\_\_\_

**General Description of items/services being purchased:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain such insurance as follows:

### Workers' Compensation

- |                          |                                                     |
|--------------------------|-----------------------------------------------------|
| 1. Workers' Compensation | as required by the laws of the State of Connecticut |
| 2. Employer's Liability  | \$1,000,000                                         |

### Contractor's Liability

- |                                                                                                                                                  |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. General Aggregate<br><i>Except products-completed operations</i>                                                                              | \$3,000,000 |
| 2. Products-Completed Operations<br><i>Aggregate</i>                                                                                             | \$1,500,000 |
| 3. Personal and Advertising Injury<br><i>Per person/organization</i>                                                                             | \$1,500,000 |
| 4. Each Occurrence<br><i>Bodily injury and property damage</i>                                                                                   | \$1,500,000 |
| 5. Property Damage Liability<br><i>Including collapse and underground coverages. If blasting is to be used, also include explosion coverage.</i> | \$1,500,000 |

### Automobile Liability

- |                   |             |
|-------------------|-------------|
| 1. Bodily Injury: |             |
| Each Person       | \$1,000,000 |
| Each Accident     | \$1,000,000 |
| Property Damage:  |             |
| Each Accident:    | \$1,000,000 |

*Or*

- |                                                                       |             |
|-----------------------------------------------------------------------|-------------|
| 2. Combined Single Limit<br><i>Bodily injury and property damage:</i> |             |
| Each Accident                                                         | \$2,000,000 |

### Contractual Liability

- |                                                                |             |
|----------------------------------------------------------------|-------------|
| 1. General Aggregate                                           | \$3,000,000 |
| 2. Each Occurrence<br><i>Bodily injury and property damage</i> | \$1,500,000 |

The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than \$5,000,000 per claim and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with 2.05C in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.
2. If the aggregate limits of liability indicated in CONTRACTOR insurance provided herein are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if policies of insurance do not provide that the aggregate limits of liability for bodily injury and property damage apply to each contract or project separately, CONTRACTOR shall have such policies amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this contract.
3. CONTRACTOR shall purchase and maintain a separate Owner's Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and ENGINEER as named "additional insured". This insurance shall provide coverage for not less than the following amounts:

Bodily Injury:

Each Occurrence	\$1,000,000
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Property Damage:

Each Occurrence	\$1,000,000
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Annual Aggregate	\$3,000,000
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- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. This insurance shall:
  1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, and ENGINEER'S Consultants, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
  2. Be written as Builder's Risk Insurance with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, and water damage and be written in the completed value form.
  3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the

Work, provided that such materials and equipment have been included in an Application for payment recommended by ENGINEER; and

5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this section shall comply with requirements of GC-5.06C.

# Performance Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

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

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in

whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contractor or to perform and complete or comply with the other terms thereof.

# Payment Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS.

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

State Of Connecticut  
By His Excellency  
Thomas J. Meskill  
Governor

# Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,  
NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII. The labor commissioner shall receive and investigate or cause to be investigated complaints

by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.

3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to

prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16<sup>th</sup> day of June, 1971

*Thomas J. Meskill*

Governor

Filed this 16<sup>th</sup> day of  
June, 1971.

*Harry Hammer*

Secretary Of The State

State Of Connecticut  
By His Excellency  
Thomas J. Meskill  
Governor

# Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II. Every contractor and subcontractor having a contract with the state or any of its agencies,

boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order. Dated at Hartford, Connecticut, this 15<sup>th</sup> day of February 1973. *Thomas J. Meskill*, Governor